

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
JOLIVA TRUCKING LLC d/b/a JOLIVA ENTERPRISES LLC**

THIS AMENDMENT ("Second Amendment"), dated this ____ day of _____, **2021**, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

JOLIVA TRUCKING LLC d/b/a JOLIVA ENTERPRISES LLC, a limited liability company as listed with the Florida Division of Corporations, and with a business address of **20515 E Country Club Dr., #1449, Aventura, FL 33180**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **December 19, 2017**, the Parties entered into the Contractual Services Agreement for Janitorial Services for the Senior Center Rental Housing Facilities ("Original Agreement") for an initial **two (2) year period**, which naturally expired on **December 31, 2019**; and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for **two (2) additional two (2) year terms** pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **December 4, 2019**, the Parties executed the First Amendment to the Original Agreement to revise and supplement the terms contained therein and to renew the term of the Original Agreement for a two (2) year period which naturally expires on **December 31, 2021**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to supplement the terms contained therein and renew the term for the final **two (2) year period** which shall commence on **January 1, 2022** and naturally expire on **December 31, 2023** as set forth in this Second Amendment to Original Agreement.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Any language contained in this Second Amendment, or any subsequent amendment, which is in ~~striketrough type~~ shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

SECTION 3. The Original Agreement, as amended, is hereby renewed for the final **two (2) year** renewal period commencing on **January 1, 2022** and naturally expiring on **December 31, 2023**.

SECTION 4. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

4.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 Definitions for this Section:

5.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or

services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, and this Second Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

SECTION 9. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.

SECTION 10. This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

BY: _____
MAYOR FRANK C. ORTIS

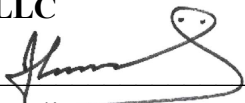
APPROVED AS TO FORM:

BY: _____
CHARLES F. DODGE, CITY MANAGER

Print Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

JOLIVA TRUCKING LLC d/b/a JOLIVA ENTERPRISES LLC

Signed By:  _____
Print Name: Julio Oliva
Title: President



**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
JOLIVA TRUCKING LLC d/b/a JOLIVA ENTERPRISES LLC**

THIS IS AN AGREEMENT ("Agreement"), dated this 4th day of December, 2019, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

JOLIVA TRUCKING LLC d/b/a JOLIVA ENTERPRISES LLC, a limited liability company as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **20515 E Country Club Rd, #1449, Aventura, FL 33180**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **December 19, 2017**, the CITY and CONTRACTOR entered into the Original Agreement ("Original Agreement") for an initial **two (2) year period**, commencing on **January 1st 2018** and expiring on **December 31, 2019**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement at the expiration of the initial term for **two (2) additional two (2) year terms** evidenced by a written amendment to the Original Agreement; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement and desire to amend the Original Agreement and renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties desire to amend the Original Agreement to include certain provisions required by statutory amendments imposed since the Parties entered into the Original Agreement; and,

WHEREAS, the Parties further desire to execute the first **two (2) year renewal** option and amend the Original Agreement, in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:



SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Section 4.3 of the Original Agreement is hereby amended as set forth below:

4.3 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

SECTION 3. Article 19 entitled "**Miscellaneous**" is hereby amended by the addition of Section 19.19, as set forth below:

19.19 **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

19.19.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

19.19.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

19.19.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

19.19.2.2 Is engaged in business operations in Syria.

SECTION 4. The Original Agreement, is hereby renewed for the **two (2) year** renewal period commencing on **January 1, 2020** and terminating on **December 31, 2021**.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

CITY OF PEMBROKE PINES

MARLENE D. GRAHAM,
CITY CLERK

BY:

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Print Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

JOLIVA TRUCKING LLC d/b/a JOLIVA
ENTERPRISES LLC

BY:

Print Name: Julio C. Oliva

Title: President

WITNESSES

Print Name

Print Name

STATE OF New Jersey)
COUNTY OF Somerset) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Julio C. Oliva as President of JOLIVA TRUCKING LLC d/b/a JOLIVA ENTERPRISES LLC, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of JOLIVA TRUCKING LLC d/b/a JOLIVA ENTERPRISES LLC, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 20th day of November, 2019.

MICHELLE STAHL
NOTARY PUBLIC OF NEW JERSEY

(Name of Notary Typed, Printed or Stamped)
My Commission Expires 02/29/2022



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 13.

File ID: 19-1405

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 11/21/2019

Short Title: Contract Database Report

Final Action: 12/04/2019

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) The Miramar - Pembroke Pines Regional Chamber of Commerce - Trustee Partnership Agreement

(B) Emilio's BBQ Catering Services Corp. - Lease and Gift Shop/Food Service Management at the Senior Center

✓ **(C) JOliva Enterprises LLC - Janitorial Services for Senior Center/Rental Housing Facilities**

(D) Burnett Lime Company, Inc. - Temporary Lime Feed System Lease and Purchase of Lime Slurry

(E) Safeguard Services, Inc. - Janitorial Services for Charter Schools & Early Development Centers

***Agenda Date:** 12/04/2019

Agenda Number:

Internal Notes:

Attachments: 1. Contracts Database Report - December 4, 2019 - Final, 2. Miramar Pembroke Pines Regional Chamber of Commerce - Third Amendment (All Backup w Vendor Execution), 3. Emilio's BBQ Catering Services Corp. - Lease Agreement (All Backup w Vendor Executed), 4. Joliva Enterprises, LLC - Janitorial Services Senior Center Rental Housing Facilities (All Backup w Vendor Executed), 5. Burnett Lime Company Inc. - CAL~FLO Lime Slurry System Lease & Product Purchase (All Backup w Vendor Executed), 6. Safeguard Services, Inc.-Third Amendment to Janitorial Services for Charter Schools (All Backup w Vendor Executed)

1 City Commission 12/04/2019 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Commissioner Castillo, Vice Mayor Siple, Commissioner Good Jr., and Commissioner Schwartz

Nay: - 0

1 City Commission 12/04/2019 approve Pass

Action Text: A motion was made by Commissioner Good, Jr., seconded by Vice Mayor Siple, to approve Section (D) of Item 13 - Burnett Lime Company, Inc. Temporary Lime Feed System lease and Purchase of Lime Slurry. Commissioner Good wanted to receive all performance reviews. The motion carried by the following vote:

Aye: - 5 Mayor Ortis, Commissioner Castillo, Vice Mayor Siple, Commissioner Good Jr., and Commissioner Schwartz

Nay: - 0

1 City Commission 12/04/2019 approve Pass

Action Text: A motion was made by Commissioner Good, Jr., seconded by Vice Mayor Siple, to approve Section (E) of Item 13 - Safeguard Services, Inc. - Janitorial Services for Charter Schools and Early Childhood Development Centers.

Upon discussion, Commissioner Good made a motion to go out to bid and allow the same terms for future bids without a performance bond, for this particular entity, The motion died for lack of a second.

The main motion made by Commissioner Good, seconded by Vice Mayor Siple carried by the following vote:

Aye: - 4 Mayor Ortis, Commissioner Castillo, Vice Mayor Siple, and Commissioner Schwartz

Nay: - 1 Commissioner Good Jr.

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) The Miramar - Pembroke Pines Regional Chamber of Commerce - Trustee Partnership Agreement

1. On December 6, 2016, the City and the Miramar Pembroke Pines Regional Chamber of Commerce entered into a Partnership Agreement for an initial one (1) year period, commencing December 1, 2016 and expiring November 30, 2017.
2. The Partnership Agreement allows a relationship between the City and the Chamber to

increase the level of member benefits offered by the Chamber, and facilitate the growth of the Chamber for the benefit of the residents and businesses in the regional community.

3. Section 3.1 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. On March 8, 2018 the Parties executed the Amendment to the Original Agreement to change the renewal terms from automatic renewals to written mutual consent, to amended Section 5.16 and Section 5.17 with the addition of Florida's Public Records Language, and to execute the first renewal term commencing on December 1, 2017, and terminating November 30, 2018.

5. On November 28, 2018, the Parties executed the Second Amendment to the Original Agreement, as amended, to include certain provisions required by statutory amendments imposed since the Parties entered into the Original Agreement and to provide for an additional one (1) year term commencing on December 1, 2018 and terminating on November 30, 2019.

6. The Administration of the City of Pembroke Pines recommends that the City Commission approve renewal of the agreement for an additional one (1) year term, commencing December 1, 2019, and expiring November 30, 2020.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$8,000.00
- b) **Amount budgeted for this item in Account No:** 1-519-800-54100
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

(B) Emilio's BBQ Catering Services Corp. - Lease and Gift Shop/Food Service Management at the Senior Center

1. On February 23, 2016, the City entered into a lease and operation management agreement with Emilio's BBQ Catering Services Corp. for an initial three (3) year period, commencing February 23, 2016 and expiring December 31, 2019.

2. The City of Pembroke Pines Community Services Department provides food and gift shop services to our clientele through Emilio's BBQ Catering Services Corp.

3. Section 2.1 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The Community Services Department recommends that the City Commission approve this First Amendment for the one (1) year renewal term commencing January 1, 2020 and ending

December 31, 2020, as allowed by the agreement.

- a) **Renewal Revenue:** \$10,935.48 (Monthly Rent: \$911.29) plus tax.
- b) **Amount budgeted for this item in Account No:** 1-362046-8001 Rental Community Services.
- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable."
- d) **5 year projection of the operational cost of the project** Not Applicable"

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$10,935.48	\$.00	\$.00	\$.00	\$.00
Expenditures	\$.00	\$.00	\$.00	\$.00	\$.00
Net Revenue	\$10,935.48	\$.00	\$.00	\$.00	\$.00

- e) **Detail of additional staff requirements:** "Not Applicable"

(C) JOliva Enterprises LLC - Janitorial Services for Senior Center/Rental Housing Facilities

1. On December 19, 2017, the City entered into a Contractual Services Agreement with JOliva Enterprises LLC for an initial two (2) year period, commencing January 1, 2018 and expiring December 31, 2019.
2. The City of Pembroke Pines Community Service Department utilizes JOliva Enterprises LLC to perform janitorial services at the Senior Center Rental Housing Facilities (Pines Place, Pines Point, Management Office, Carl Shechter SW Focal Point Community Center).
3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Community Service Department recommends that the City Commission approve this First Amendment for the first two (2) year renewal term commencing January 1, 2020 and ending December 31, 2021, as allowed by the agreement.

- a) **Renewal Cost:** \$250,254.96 Annually
- b) **Amount budgeted for this item in Account No:**
Community Services Dept.1-569-8001-34500 Contract -Building Maintenance.
Pines Place - 1-554-8002-603-34500 Contract- Building Maintenance.
Pines Point 1-554-8002-34500 Contract- Building Maintenance.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project** Not Applicable.

Current FY	Year 2	Year 3	Year 4	Year 5
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Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Expenditures	\$187,691.22		\$250,254.96	\$62,563.74	\$0.00	\$0.00
Net Cost	\$187,691.22		\$250,254.96	\$62,563.74	\$0.00	\$0.00

e) **Detail of additional staff requirements:** Not Applicable.

(D) Burnett Lime Company, Inc. - Temporary Lime Feed System Lease and Purchase of Lime Slurry

1. On February 12, 2019, the City entered into a Lease and Purchasing Agreement with Burnett Lime Company, Inc. for an initial one (1) year period, commencing February 12, 2019 and expiring February 11, 2020.
2. Under this Agreement Burnett Lime Company leases the City a temporary Lime Feed system at the Water Treatment Plant and supplies Cal~Flo Lime Slurry.
3. Section 1.b. of the Original Agreement allows for one (1) additional one (1) year renewal term upon mutual consent.
4. The following is the cost breakdown for the renewal term:

Description	Initial Costs	Renewal Costs	
Installation and Removal Fee		\$ 38,000.00	NA
12 Month Lease @ \$3,000/month		\$ 36,000.00	\$ 36,000.00
Annual Maintenance	\$ 930.00	\$ 930.00	
\$45 per hour repair cost, and parts		\$ 2,000.00	\$ 2,000.00
\$0.085 per liquid pound Lime Slurry		\$ 18,430.00	\$ 56,430.00
Total	\$ 95,360.00	\$ 95,360.00	

5. The Utilities Department recommends that the City Commission approve this First Amendment for the one (1) year renewal term commencing February 12, 2020 and ending February 11, 2021, as allowed by the agreement.

- a) **Renewal Cost:** \$95,360
- b) **Amount budgeted for this item in Account No:**471-533-6031-44200 (Equipment)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

(E) Safeguard Services, Inc. - Janitorial Services for Charter Schools & Early Development Centers

1. On July 20, 2017, the City entered into a contractual service agreement with Safeguard

Services, Inc. for an initial three (3) year period, commencing July 1, 2017 and expiring June 30, 2020.

2. The City of Pembroke Pines Charter Schools and Early Development Centers contract Safeguard Services, Inc. to provide janitorial services.

3. On December 19, 2017, the City entered into the First Amendment of the Original Agreement with Safeguard Services, Inc. to add a contingency amount of \$24,500.

4. On August 7, 2019, the City entered into the Second Amendment of the Original Agreement with Safeguard Services, Inc. to waive the payment and performance bonds.

5. Section 3.2 of the Original Agreement allows for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.

6. The Charter Schools and Early Development Centers recommend that the City Commission approve this Third Amendment for the first, three (3) year renewal term commencing July 1, 2020 and ending June 30, 2023, as allowed by the agreement.

a) Renewal Cost: Total Renewal Cost for the Charter Schools and Early Development Centers is \$1,320,410.55 annually.

b) Amount budgeted for this item in Account No:

Funds for this expense are allocated in the Charter Schools and City's EDC Contract building maintenance accounts (34500):

East Elementary	170-569-5051-550-34500-7900-350
West Elementary	170-569-5051-551-34500-7900-350
Central Elementary	170-569-5051-552-34500-7900-350
West Middle	171-569-5052-553-34500-7900-350
Central Middle	171-569-5052-554-34500-7900-350
Academic Village	172-569-5053-34500-7900-350
FSU Elementary	173-569-5061-34500-7900-350
East EDC	1-569-5002-203-34500
WCY EDC	1-569-5002-205-34500
West EDC	1-569-5002-208-34500
Central EDC	1-569-5002-209-34500

c) Source of funding for difference, if not fully budgeted: Not applicable

d) 5 year projection of the operational cost of the project:

Charter Schools (Fiscal Year starts on July 1st and ends on June 30th):

	7/1/19 - 6/30/20	7/1/20 - 6/30/21	7/1/21 - 6/30/22	7/1/22 - 6/30/23	7/1/23 - 6/30/24
Revenues	N/A	N/A	N/A	N/A	N/A
Expenditures	\$1,098,894.30	\$1,098,894.30	\$1,098,894.30	TBD	TBD
Net Cost	\$1,098,894.30	\$1,098,894.30	\$1,098,894.30	TBD	TBD

Early Development Centers (Fiscal Year starts on October 1st and ends on September 30th):

	10/1/19 - 9/30/20		10/1/20 - 9/30/21		10/1/21 - 9/30/22		10/1/22 - 9/30/23	
10/1/23 - 9/30/24								
Revenues	N/A	N/A	N/A	N/A	N/A			
Expenditures	\$55,379.06		\$221,516.25		\$221,516.25	\$166,137.19	TBD	
Net Cost	\$55,379.06		\$221,516.25		\$221,516.25	\$166,137.19	TBD	

e) Detail of additional staff requirements: Not applicable



JOLIVAT-01

JMEIITO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Links Insurances Services PO Box 610 Spring Lake, NJ 07762	CONTACT Darlene Galaida		
	NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No): (732) 449-2342	
INSURED J Oliva Trucking LLC 320 E main Street Somerville, NJ 08876	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : LANDMARK AMERICAN		33138
	INSURER B : Drive New Jersey Insurance Co		11410
	INSURER C : ICW Group Insurance Companies		
	INSURER D : LLOYDS OF LONDON		08520
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		LHA112208	9/21/2019	9/21/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse & Molesta \$ Included
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			02879637-3	3/27/2019	3/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WPH503370803	5/23/2019	5/23/2020	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Pollution			ENP000271702	9/21/2019	9/21/2020	Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an Additional Insured for ongoing and completed operations, only as required by a written contract. Per policy terms, conditions and exclusions. Please note that Abuse & Molestation is included within the General Liability limits.

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CONTRACTUAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 19th day of December, 2017, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

Joliva Enterprises LLC, a Company, authorized to do business in the State of Florida, with a business address of **65 N Gaston Ave, Somerville, NJ 08876** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

RECITALS

WHEREAS, the CITY desires to obtain a firm to provide Janitorial Services for the Senior Center Rental Housing Facilities; and

WHEREAS, in accordance with the CITY's Procurement Code, on October 10, 2017, the CITY advertised its notice to bidders in its Request for Proposals (hereinafter "RFP #CS-17-01") of the CITY's desire to hire a firm to provide Janitorial Services for the Senior Center Rental Housing Facilities, incorporated herein and attached hereto as **Exhibit "A"**, for the said bid entitled:

RFP # CS-17-01

"Janitorial Services – Senior Center Rental Housing Facilities"

WHEREAS, on November 7, 2017, CONTRACTOR submitted its Bid Proposal.

WHEREAS, the CITY's Evaluation Committee met and evaluated the vendors based upon the information and references contained in the responsive proposals submitted and agreed to recommend CONTRACTOR for award of the contract to the City Commission; and

WHEREAS, on November 29, 2017, the City Commission approved the recommendation of the Evaluation Committee and awarded the Bid to CONTRACTOR; and

WHEREAS, the CITY desires to retain the services of CONTRACTOR to provide Janitorial Services for the Senior Center Rental Housing Facilities; and

NOW THEREFORE, in consideration of the mutual promises detailed herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:



ARTICLE 1

PREAMBLE

1.1 Each whereas clause set forth above is true and correct and herein incorporated by this reference.

1.2 Each Exhibit referenced herein are hereby expressly incorporated into this Agreement and made a specific part hereof, whether or not physically attached hereto.

1.3 In the event of a conflict between this Agreement, the Request for Proposals (**RFP # CS-17-01**) and the CONTRACTOR's bid proposal, the Request for Proposals shall prevail and control, then this Agreement, and then the CONTRACTOR's bid proposal.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the **Janitorial Services – Senior Center Rental Housing Facilities**, more particularly described as Pines Place Housing, Pines Point Housing/501 Management Office, Carl Schechter Southwest Focal Point Community Center Campus ("Property"), as set forth in the Request for Proposals attached hereto and incorporated herein as **Exhibit "A"** and the CONTRACTOR's Bid Proposal attached hereto and incorporated herein as **Exhibit "B"**. Contactor shall perform all Janitorial Services for the Property as identified herein and in **Exhibit "A"** and **Exhibit "B."**

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner. CONTRACTOR shall provide a team of qualified individuals to provide the services stated herein.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the **Janitorial Services**, as more specifically described in **Exhibit "A."**

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.



2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.8 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement immediately.

2.9 CONTRACTOR shall not utilize the services of any sub-CONTRACTOR without the prior written approval of CITY.

ARTICLE 3 **TERM AND TERMINATION**

3.1 The initial term of this Agreement shall be for a **two (2) year period** commencing on the 1st day of January, 2018 and ending on the 31st day of December, 2019.

3.2 This Agreement may be renewed for **two (2) additional two (2) year renewal terms** based upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Post Contractual Obligations:* In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon **thirty (30) business days** of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or



fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 The CITY shall pay an amount not to exceed **TWO HUNDRED AND FIFTY THOUSAND TWO HUNDREDAND FIFTY FOUR DOLLARS AND NINETY SIX CENTS (\$250,254.96), which includes a 10% owners contingency fee in the amount of TWENTY TWO THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS AND FOURTY FIVE CENTS (\$22,750.45),** payable in monthly payments for actual services performed for maintenance services. Prices may only be increased during contract renewal.

4.3 CONTRACTOR shall send monthly invoices to the CITY and then the CITY shall pay the CONTRACTOR in accordance with the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

ARTICLE 5 **CHANGES IN SCOPE OF WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as provided in **Exhibit "A,"** and Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Changes in the Scope of Work shall not be permitted unless they are in accordance with the provisions of the Code of Ordinances of the CITY, and must be evidenced by a written amendment, executed by all parties hereto, with the same formality, equality and dignity herein.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written amendment executed by the parties hereto.

ARTICLE 6 **INDEMNIFICATION**

6.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.



6.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

6.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

6.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 7 **INSURANCE**

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.



7.4 Policies shall be endorsed to provide the CITY thirty (30) days' notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days' notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

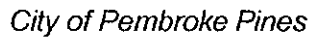
1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000
6. Pollution Liability (CPL) - \$1,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

7.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory



- Page 7 of 17



subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

7.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

8.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9

INDEPENDENT CONTRACTOR

9.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR



and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to *unpaid minimum wages and/or overtime premiums*.

ARTICLE 10

UNCONTROLLABLE FORCES

10.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

10.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 11

AGREEMENT SUBJECT TO FUNDING

11.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 12

VENUE

12.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 13

SIGNATORY AUTHORITY

13.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 14



MERGER; AMENDMENT

14.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 15 **DEFAULT OF CONTRACT & REMEDIES**

15.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

15.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

15.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

15.4 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

15.5 The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

15.6 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

15.7 The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure



shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

15.8 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

15.9 The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

15.10 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

15.11 Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

15.12 If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

15.13 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.



ARTICLE 16 **BANKRUPTCY**

16.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 17 **DISPUTE RESOLUTION**

17.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

17.2 Operations During Dispute.

17.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

17.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

17.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 18 **PUBLIC RECORDS**



18.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

18.1.1 Keep and maintain public records required by the CITY to perform the service;

18.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, , or as otherwise provided by law;

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

18.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. After the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

18.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 15**.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 19
MISCELLANEOUS**



19.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

19.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

19.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

19.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

19.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

19.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:



CITY Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Contractor Julio Oliva
JOliva Enterprise, LLC.
65 N Gaston Avenue
Somerville, NJ 08876
E-mail: jroliva@jolivatrucking.com
Telephone No: 908-872-6342
Facsimile No: 800-895-5660

19.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

19.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

19.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

19.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

19.11 **Entire Agreement and Conflicts.** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.



19.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

19.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

19.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

19.15 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

19.16 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

19.17 **Compliance with Statutes.** It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.

19.18 **Sovereign Immunity.** Nothing contained herein is intended to serve as a waiver of sovereign immunity by the Client or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**



IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

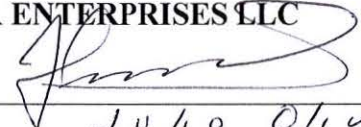
 12/19/17 By: 
MARLENE D. GRAHAM, CITY CLERK CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

 12/18/17
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

JOLIVA ENTERPRISES LLC

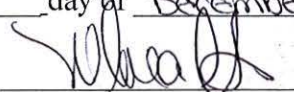
By: 
Name: Julio Oliva
Title: Pres

STATE OF New Jersey
COUNTY OF Somerset



BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Julio C. Oliva as Owner of **JOLIVA Enterprises LLC**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **JOLIVA Enterprises LLC**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 9 day of December, 2017.


NOTARY PUBLIC
WILMARIE SOTO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 25, 2022
(Name of Notary Typed, Printed or Stamped)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Links Insurance Services, LLC P.O. Box 610 Spring Lake NJ 07762	CONTACT NAME: Lauren Thompson, CIC, CRIS PHONE (A/C, No, Ext): (732)449-4200 FAX (A/C, No): (732)449-2342 E-MAIL ADDRESS: LThompson@linksins.com
INSURED J Oliva Enterprises LLC 65 North Gaston Ave Somerville NJ 08876	INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Insurance Company INSURER B: Drive New Jersey Insurance Co. INSURER C: ICW Group Insurance Companies INSURER D: Rockhill Insurance Company INSURER E: INSURER F:
	NAIC # 11410

COVERAGES**CERTIFICATE NUMBER:** 2017/2018**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CA000020084-04	09/21/2017	09/21/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			028796371	03/27/2017	03/27/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WNJ503370801	05/23/2017	05/23/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Pollution Liability			ENVP01096803	09/21/2017	09/21/2018	Each Claim 1,000,000 Aggregate limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an Additional Insured for ongoing and completed operations, only if required by a written contract.

CERTIFICATE HOLDER**CANCELLATION**City of Pembroke Pines
601 City Center Way

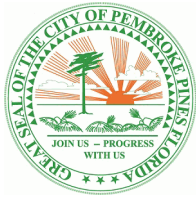
Pembroke Pines

FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 16.

File ID: 17-0765

Type: Bid

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 11/15/2017

Short Title: Janitorial Services Senior Center Rental Housing

Final Action: 11/29/2017

Title: MOTION TO AWARD IFB # CS-17-01 "JANITORIAL SERVICES FOR SENIOR CENTER & RENTAL HOUSING FACILITIES" TO THE MOST RESPONSIVE/RESPONSIBLE BIDDER, JOLIVA ENTERPRISES LLC, IN THE ANNUAL AMOUNT OF \$250,254.96 WHICH INCLUDES A 10% OWNER'S CONTINGENCY IN THE AMOUNT OF \$22,750.45 FOR AN INITIAL TWO YEAR PERIOD.

***Agenda Date:** 11/29/2017

Agenda Number: 16.

Internal Notes:

Attachments: 1. JOliva Enterprises LLC Submittal, 2. CS-17-01 - Bid Tabulation, 3. CS-17-01 - Janitorial Services for Senior Center & Rental Housing Facilities, 4. Specimen Contract

1 City Commission 11/29/2017 approve Pass
Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Mayor Ortis, Vice Mayor Castillo, Commissioner Schwartz,
Commissioner Siple, and Commissioner Monroig
Nay: - 0

MOTION TO AWARD IFB # CS-17-01 "JANITORIAL SERVICES FOR SENIOR CENTER & RENTAL HOUSING FACILITIES" TO THE MOST RESPONSIVE/RESPONSIBLE BIDDER, JOLIVA ENTERPRISES LLC, IN THE ANNUAL AMOUNT OF \$250,254.96 WHICH INCLUDES A 10% OWNER'S CONTINGENCY IN THE AMOUNT OF \$22,750.45 FOR AN INITIAL TWO YEAR PERIOD.

SUMMARY EXPLANATION AND BACKGROUND:

1. On October 4, 2017, the City Commission authorized the advertisement of RFP # CS-17-01 "Janitorial Services for Senior Center & Rental Housing Facilities" which was advertised on October 11, 2017.

2. The purpose of this solicitation was to provide janitorial services for the Senior Center & Rental Housing Facilities:

- ☐ Pines Place Housing
- ☐ Pines Point Housing / 501 Management Office
- ☐ Carl Shechter Southwest Focal Point Senior Center Campus

3. On November 14, 2017, the City opened fifteen (15) proposals from the following vendors:

Vendor Name	Total Cost
KenKev Kleaning, Inc.	\$0.00
Bonus Building Care	\$220,080.00
JOliva Enterprises LLC	\$227,504.51
Safeguard Services, Inc.	\$261,576.35
Chi-Ada Corporation	\$263,045.90
ABC International Cleaning Services Inc.	\$274,194.88
ER Multiservices	\$360,000.00
SAE Services, Inc.	\$371,957.38
Image Janitorial Services Inc.	\$384,927.10
National Cleaning Contractors USA Inc.	\$398,451.28
Gold Maintenance and Cleaning	\$513,188.29
Compass of Miami Services, Inc.	\$555,782.63
Omega Maintenance Company	\$1,265,354.33
A1 Extreme Cleaning LLC	\$1,604,705.77
Able Business Services	\$7,618,725.61

4. KenKev Kleaning, Inc. did not submit their pricing for this project, in addition they submitted scanned documents with pricing for a different project and they did not attend the mandatory pre-bid meeting.

5. Bonus Building Care failed to submit their individual line item pricing through BidSync with the future as needed prices that were required on the Bid, therefore, they were deemed as non-responsive.

6. The Community Services Department has reviewed the proposals and has deemed JOliva Trucking LLC to be the most responsive/responsible bidder.

7. In addition, JOliva Enterprises LLC has also completed the Equal Benefits Certification Form and has stated that the "Contractor currently complies with the requirements of this section."

8. The Community Services Department would like to enter into an agreement for an initial (2) two year period with the option to renew for (2) two additional (2) year renewals.

9. Request Commission to award IFB # CS-17-01 "Janitorial Services for Senior Center & Rental Housing Facilities" to the most responsive/responsible bidder, JOliva Enterprises LLC in the amount of \$250,254.96 which includes a 10% owner's contingency in the amount of \$22,750.45 and for an initial two year period.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$250,255 annually (\$187,692 which includes a 10% contingency in the amount of \$17,063 for the 9 remaining months of the fiscal year.)

b) Amount budgeted for this item in Account No: Funds are available in various accounts:

Carl Shechter Southwest Focal Point Senior Center Campus - 1-569-8001-34500 - Contract-Building Maintenance \$57,811

Pines Place - 1-554-8002-603-34500 - Contract- Building Maintenance \$64,716

Pines Point - 1-554-8002-34500 - Contract- Building Maintenance \$36,818

c) Source of funding for difference, if not fully budgeted:

From:

1-569-8001-64051 - Computer Programs \$28,347

To:

1-569-8001-34500 - Contract- Building Maintenance \$28,347

d) 5 year projection of the operational cost of the project:

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$187,692	\$250,255	TBD	TBD	TBD
Net Cost	\$187,692	\$250,255	TBD	TBD	TBD

e) Detail of additional staff requirements: Not Applicable.



Janitorial Services for Senior Center & Rental Housing Facilities Invitation for Bids # CS-17-01

General Information		
Project Cost Estimate	Not Applicable	Not Applicable
Contract Term	This contract shall be for an initial two year period with two additional two-year renewal terms.	See Section 1.12
Evaluation of Proposals	Staff	See Section 1.11
Mandatory Pre-Bid Meeting at Pines Place Housing	11:00 a.m. on October 18, 2017 at 8210 Florida Drive Pembroke Pines Florida 33025	See Section 1.13.1
Question Due Date	October 23, 2017	See Section 1.13
Proposals will be accepted until	2:00 p.m. on November 7, 2017	See Section 1.13
5% Proposal Security / Bid Bond	Not Applicable	Not Applicable
110% Payment and Performance Bonds	Not Applicable	Not Applicable

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020



Table of Contents

SECTION 1 - INSTRUCTIONS.....	5
1.1 NOTICE.....	5
1.2 PURPOSE.....	5
1.2.1 Areas covered by this Specification.....	6
1.2.2 Timesheets	6
1.2.3 Quality Standards.....	6
1.2.4 Recycling	7
1.2.5 Staff General Responsibilities.....	7
1.3 LOCATIONS.....	8
1.3.1 Pines Place Housing.....	8
1.3.2 Pines Point Housing / 501 Management Office.....	8
1.3.3 Carl Schechter Southwest Focal Point Community Centers.....	8
1.4 MATERIALS, EQUIPMENT AND SUPPLIES.....	8
1.4.1 Janitorial Supply List	8
1.5 SECURITY AND UNIFORMS.....	9
1.6 GENERAL SPECIFICATIONS	10
1.7 TIME OF SERVICE	11
1.7.1 Special Time Information	11
1.7.2 Holidays	12
1.8 SCOPE OF WORK.....	12
1.8.1 Pines Place and Pines Point Housing Facilities	12
1.8.2 Carl Schechter Southwest Focal Point Community Centers.....	14
1.9 Floor Care Standards.....	16
1.10 PROPOSAL REQUIREMENTS	16
1.10.1 Attachment A: Contact Information Form.....	16
1.10.2 Attachment B: Vendor Information Form and a W-9.....	17
1.10.3 Attachment C: Non-Collusive Affidavit.....	17
1.10.4 Attachment D: Sworn Statement on Public Entity Crimes Form	17
1.10.5 Attachment E: Local Vendor Preference Certification	17
1.10.6 Attachment F: Veteran Owned Small Business Preference Certification	17
1.10.7 Attachment G: Equal Benefits Certification Form	18
1.10.8 Attachment H: Proposer's Completed Qualification Statement	18



1.10.9	Attachment K: References Form	18
1.10.10	Attachment L: Mandatory Pre-Bid/Site Visit Confirmation Form	18
1.11	EVALUATION OF PROPOSALS & PROCESS OF SELECTION	18
1.12	CONTRACT TERM	18
1.13	TENTATIVE SCHEDULE OF EVENTS	18
1.13.1	Mandatory Pre-Bid Meeting	18
1.14	SUBMISSION REQUIREMENTS	19
SECTION 2 - INSURANCE REQUIREMENTS		20
2.1	REQUIRED INSURANCE	21
2.2	REQUIRED ENDORSEMENTS	22
SECTION 3 - GENERAL TERMS & CONDITIONS		24
3.1	EXAMINATION OF CONTRACT DOCUMENTS	24
3.2	CONFLICT OF INSTRUCTIONS	24
3.3	ADDENDA or ADDENDUM	24
3.4	INTERPRETATIONS AND QUESTIONS	24
3.5	RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES	24
3.6	WARRANTIES FOR USAGE	25
3.7	BRAND NAMES	25
3.8	QUALITY	25
3.9	SAMPLES	25
3.10	DEVELOPMENT COSTS	25
3.11	PRICING	25
3.12	DELIVERY POINT	25
3.13	TAX EXEMPT STATUS	25
3.14	CONTRACT TIME	25
3.15	COPYRIGHT OR PATENT RIGHTS	26
3.16	PUBLIC ENTITY CRIMES	26
3.17	CONFLICT OF INTEREST	26
3.18	FACILITIES	26
3.19	ENVIRONMENTAL REGULATIONS	26
3.20	SIGNATURE REQUIRED	27
3.21	MANUFACTURER'S CERTIFICATION	27
3.22	MODIFICATION OR WITHDRAWAL OF PROPOSAL	27
3.23	PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS	27



3.24	RESERVATIONS FOR REJECTION AND AWARD.....	28
3.25	BID PROTEST	28
3.26	INDEMNIFICATION.....	28
3.27	DEFAULT PROVISION	28
3.28	ACCEPTANCE OF MATERIAL.....	29
3.29	LOCAL GOVERNMENT PROMPT PAYMENT ACT	29

ATTACHMENTS

Attachment A: Contact Information Form

Attachment B: Vendor Information Form and a W-9

Attachment C: Non-Collusive Affidavit

Attachment D: Sworn Statement on Public Entity Crimes Form

Attachment E: Local Vendor Preference Certification

Attachment F: Veteran Owned Small Business Preference Certification

Attachment G: Equal Benefits Certification Form

Attachment H: Proposer's Completed Qualification Statement

Attachment I: Sample Insurance Certificate

Attachment J: Specimen Contract/Agreement

Attachment K: References Form

Attachment L: Mandatory Pre-Bid/Site Visit Confirmation Form

Attachment M: Location Drawings



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

IFB # CS-17-01

Janitorial Services - Senior Center Rental Housing Facilities

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the www.BidSync.com website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the "Ask a Question" option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, November 7, 2017. Proposals must be submitted electronically at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.2 PURPOSE

The City of Pembroke Pines is seeking bids from qualified firms, hereinafter referred to as Contractors(s), to provide janitorial services for the Senior Center Rental Housing Facilities.

- Pines Place Housing
- Pines Point Housing / 501 Management Office
- Carl Schechter Southwest Focal Point Community Centers



1.2.1 Areas covered by this Specification

All Administrative Offices	Lounge Areas
Lobbies / Rotunda	Restrooms
Common Areas	Conference Rooms/Activity Rooms
Main Lobby	Loading Dock Area
Elevator	Restaurant
Elevator Rooms	Rotunda Area
Electrical Rooms	Class Rooms
Offices /Bays	Gym/Exercise Rooms
Trash Rooms	Stage Area/Rear Stage
Stairwells	Card Rooms/ Pool Room
Kitchen	Alzheimer's Center
Corridors	Daycare
File Rooms	Pool Deck & Furniture
Entranceways (interior/exterior)	South Activities/North Activities
Pool Cabana (outdoors)	Alzheimer's/Day Care

1.2.2 Timesheets

- Services are to be rendered at locations as listed on the bid form for the number of days specified. Weekly work sheets are to be submitted to City Representative after each week of service, which shall show date, time, scope of work, and person who performed the cleaning service. Employees of the awarded contractor will be assigned spaces to park while performing their duties.

1.2.3 Quality Standards

In general, the achievement of the desired standards as outlined herein will result in an almost complete absence of visible soil. In order to maintain the facilities in this condition, the contractor will immediately remove an visible soil, which is found as a result of his inspection. For purposes of definition, absence of soil shall be at a minimum as follows:

- Absence of dust on horizontal and vertical surfaces, floors, walls, ledges, furniture and equipment.
- Absence of litter and trash on floor and horizontal surfaces of equipment.
- Absence of finger marks and spots and soil build-up on walls, partitions, doors, dividers, etc.
- Absence of encrustation, soil and wax build-up on floors, particularly in thresholds, corners, along edges and baseboard, around door jams, and around furniture and equipment legs and bases.



- Absence of soil and stains on toilet room fixtures, drains, traps, faucets, soap and dispensers, stalls, mirrors, ledges and drinking fountains. Disinfectants shall be used to sterilize toilet room fixtures, where required.
- Absence of dust, spots, gum, soil build-up and encrustation on furniture and equipment surfaces and legs.
- Absence of dust, lint and litter on upholstered furniture.
- Absence of soil, litter, dust and encrustation in ashtrays, urns, wastebaskets, and trash containers. Wastebaskets and trash containers to be washed as needed.
- Absence of marks, spots, stains, and streaks on interior and exterior entrance doors, lobby glass, all partition glass, and concourse interior windows.
- Absence of soil and dust on window blinds, shades, sills, frames and ledges.
- Absence of other visible soil and cobwebs on horizontal and vertical surfaces including ceilings, interior and exterior.
- Absence of trash in building. Trash shall be collected and removed to designated area.
- Absence of soil, litter, dust and spots from all carpets, mats and floors.
- Absence of streaks, spots, stains from all bright work, where appropriate. All bright work shall be polished dry to a sheen.
- Absence of streaks, spots, stains, encrustation, dirt, dust, black marks from all resilient floors.
- It is imperative that all “wet” areas such as showers, kitchens, slop sinks or related items be free from mold and mildew at all times.

1.2.4 Recycling

- The Contractor must remove all recyclable trash from each location nightly (daily). Recyclable trash must be removed separately from other trash to avoid contamination and placed in designated recycle bins or transported to designated pick-up locations if applicable.

1.2.5 Staff General Responsibilities

- A. All cleaning products utilized shall have prior City approval and Material Safety Data Sheets (MSDS) to be provided.
- B. “Green” products shall be utilized whenever feasible.
- C. Contractor shall be responsible to schedule clean up times after specified events at the facilities. Schedules will be provided.
- D. Contractor shall submit monthly schedules and weekly work reports indicating work completion.



1.3 LOCATIONS

1.3.1 Pines Place Housing

- 8103 S. Palm Drive, Pembroke Pines, FL 33025
- 8210 Florida Drive, Pembroke Pines, FL 33025
- 8203 S. Palm Drive, Pembroke Pines, FL 33025

1.3.2 Pines Point Housing / 501 Management Office

- 401 N.W. 103 Avenue, Pembroke Pines, FL 33026
- 601 N.W. 103 Avenue, Pembroke Pines, FL 33026
- 501 NW 103 Avenue, Pembroke Pines, FL 33026

1.3.3 Carl Schechter Southwest Focal Point Community Centers

- 301 N.W. 103 Avenue, Pembroke Pines, FL 33026

1.4 MATERIALS, EQUIPMENT AND SUPPLIES

- A. The Contractor shall submit and maintain a current list of all supplies and materials, including chemical material safety data sheets to the Contract Administrator for approval. It will be the responsibility of the contractor to provide all supplies, including towels, toilet paper, trash liners, and hand soap, to perform the required janitorial services. A limited storage area shall be provided for contractor to store necessary supplies and materials.
- B. The Contractor shall furnish and maintain all the necessary equipment and should submit as part of his bid a complete list of the equipment to be used. Bidder must, submit with their bid, evidence and/or references of satisfactory service rendered in the past two years similar to those specified herein.

1.4.1 Janitorial Supply List

Pines Place Housing

Item Description	Packaging Qty.	*Yearly Qty.
Small Garbage Bags	24x24 20 roll/cs	10 cases
Large Garbage Bags	43x48 8 roll/cs	50 cases
Refresh Azure hand soap foam	8/cs	40 cases
Jr Jumbo Toilet Paper	12 roll/cs	80 cases
Regular Toilet Paper Rolls	96 roll/cs	15 cases
White C Fold Paper Towels	16/cs	20 cases
Jumbo Brown roll towel	6/cs	20 cases
pink soap	4/cs	15 cases



***Estimates**

Pines Point Housing / 501 Management Office

Item Description	Packaging Qty.	*Yearly Qty.
Small Garbage Bags	24x24 20 roll/cs	5 cases
Large Garbage Bags	43x48 8 roll/cs	27 cases
Refresh Azure hand soap foam	8/cs	20 cases
Jr Jumbo Toilet Paper	12 roll/cs	12 cases
Regular Toilet Paper Rolls	96 roll/cs	5 cases
White C Fold Paper Towels	16/cs	10 cases
Jumbo Brown roll towel	6/cs	5 cases
pink soap	4/cs	3 cases

***Estimates**

Carl Schechter Southwest Focal Point Community Centers

Item Description	Packaging Qty.	*Yearly Qty.
Small Garbage Bags	24x24 20 roll/cs	104 cases
Large Garbage Bags	43x48 8 roll/cs	27 cases
Refresh Azure hand soap foam	8/cs	52 cases
Jr Jumbo Toilet Paper	12 roll/cs	264 cases
Regular Toilet Paper Rolls	96 roll/cs	10 cases
White C Fold Paper Towels	16/cs	78 cases
Jumbo Brown roll towel	6/cs	30 cases
pink soap	4/cs	10 cases

***Estimates**

1.5 SECURITY AND UNIFORMS

- A. The Contractor is responsible for obtaining employee background checks. All employees of the contractor, while working on City property, shall at all times be required to wear uniforms with exposed photo identification. In addition, when applicable, contractor and contractor's employees shall comply with the Jessica Lunsford Act. Any necessary background checks and photo identification requirements shall be made at the **contractor's expense**.
- B. The contractor's employee's uniforms will consist of distinctive neat appearing shirts, trousers and shoes of coordinated colors, acceptable to the City. Uniforms including color and (if provided) design shall be approved by the City at least 72 hours prior to contract award start date.
- C. Contractor will not use employees of any temporary (help-type) employee agency. Only actual bona fide contractor employees are to be used to perform these specifications unless otherwise approved in writing by the Community Services/Housing Director.



- D. The contractor shall at all times enforce strict discipline and good order among his employees. No children, friends, or relatives, or any person not employed and assigned to subject sites are allowed on subject premises. Unauthorized use of City property is prohibited.
- E. All employees responsible to open and close shall be capable of operating fire and burglar alarm systems properly. **If alarms are not set properly, Contractor will be responsible for costs incurred.**
- F. Contractor will be responsible for securing keys for the facilities at least 24 hours in advance of contract start date. The successful bidders will pick up the necessary keys at the location(s) they have been awarded. Any labor and/or material cost for replacement keys, recoding of access keys/doors, and/or re-keying of locks as a result of the actions of the janitorial service provider (lost/misplaced keys, etc.) will be deducted from the monthly payments.

1.6 GENERAL SPECIFICATIONS

- A) All labor, supervision, equipment and material required to insure the proper performance of this work at all locations, unless otherwise specified, shall be furnished by the successful bidder.
- B) Due to the type of operations and activities in the different facilities, the hours of normal operation of the janitorial service will be set for the convenience of the Community Services Department.
- C) In the event that some scheduled activity in the Senior Recreation Center interferes with the normal scheduled cleaning, it will be arranged to complete cleaning after such activity is over.
- D) During the hours of the Senior Recreation Center operation, the successful bidder shall always have one (1) staff member on site assigned to attend to any and all janitorial requirements of this type of facility on an 8 hour per day schedule. This is in addition to the staff members required to meet the total janitorial requirements after normal hours of operation.
- E) The successful bidder and its employees will report hazardous conditions and items in need of repair including burned-out lights, leaky faucets, toilet stoppages, etc.
- F) The contractor shall comply with the City of Pembroke Pines procedures and requirements regarding sanitary techniques and safety. In addition, the contractor shall comply with OSHA Act # 1910.1030 regarding worker exposures to blood borne pathogens along with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.



- G) When necessary to change clothing, employees of the successful bidder shall be required to change in predetermined areas. All employees shall also eat their lunches in designated locations. Successful bidder shall be responsible for ensuring that employees do not disturb papers on desks, open desks, drawers, cabinets, or use the telephones, which are provided strictly for the use of the employees.
- H) The City shall have the right to require the contractor to remove from assignment to its facilities such employees as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interests of the City of Pembroke Pines. Selected contractor must comply with all applicable labor/employment laws and regulations.
- I) Upon contract award, contractor is required to perform an initial cleaning to bring the location into contract compliance in accordance with the specifications. This cleaning must be performed within 30 days of start of service and satisfactory completion must be approved by the Community Services/Housing Director.
- J) Employees must be able to speak basic conversational English.
- K) There shall be no use of tobacco products, drugs, alcohol or other items of this nature anywhere on the premises or within 1,000 feet of the property.
- L) City has provided maps for reference only. Contractor is responsible for all measurements of the facility.
- M) All services for Pines Point and Pines Place Housing Facilities are to be provided on a seven (7) day per week basis.

1.7 TIME OF SERVICE

The chart below contains the timeframe in which the work is to be completed. Any changes or deviation shall be approved by the Housing Director.

Pines Place Housing 8:00 AM to finish
Pines Point Housing 8:00 AM to finish
Carl Schechter Southwest Focal Point Community Centers Daytime: 8:00 AM – 4:00 PM Monday – Friday (one person) Evening: 5:00 PM to finish cleaning areas not covered during the day.

1.7.1 Special Time Information

- The hours in which the work is to be performed shall be set by the Community Services Department.



- All services for the Pines Point and Pines Place Housing Facilities are to be provided on a seven (7) day per week basis.
- All services at the Senior Recreational Center are to be provided on a five (5) day per week basis. The five days shall be Monday through Friday inclusive unless otherwise stipulated due to circumstances.

1.7.2 Holidays

- New Year's Day (1st business day in January)
- Dr. Martin Luther King Day (3rd Monday, January)
- President's Day (3rd Monday, February)
- Memorial Day (Last Monday in May)
- Independence Day (4th of July)
- Labor Day (1st Monday in September)
- Veteran's Day (November 11th)
- Thanksgiving (4th Thursday, November) - Thanksgiving - Day After (4th Friday, November)
- Christmas (December 25th)

1.8 SCOPE OF WORK

1.8.1 Pines Place and Pines Point Housing Facilities

- All services are to be provided on a seven (7) day per week basis. The hours in which the work is to be performed shall be set by the Community Services Department.

A. Work to be Performed Daily

1. Vacuum all carpeted areas including lobby, corridors, and offices.
2. Remove all spots from carpets.
3. Clean and sanitize all restrooms including the facilities in the office complex including tile floors. Re-supply expendable supplies (toilet tissue, hand towels, and soap).
4. Empty all trash receptacles and replace.
5. Clean all common area glass. I/O Floor to ceiling.
6. Sweep/damp mop elevators and clean walls and tracks.
7. Sweep and damp mop all vinyl or ceramic.
8. Sweep/damp mop with odor control chemical in all trash rooms.
9. Police stairwells for any trash or debris.
10. Check exterior of building for trash and debris.
11. Spot clean walls for fingerprints or smudges.
12. Report any needed repairs to proper City authority.



13. Clean/wipe all mailboxes.
14. Wash/rinse clean trash chute and trash chute door (front and back) using odor control germicidal chemical from top floor down.
15. Clean offices. Remove trash from office receptacles.
16. Clean office desktops, file cabinets, and bookcases, when cleared by City Staff of the City Employees' work/personal items.

B. Work to be Performed Weekly

1. Sweep/damp mop all stairwells. Perform high dusting procedures to remove dust and cobwebs. Damp wipe all stairwell railings.
2. Dust and /or wipe light fixtures in resident corridors.
3. Clean all baseboards in common areas.
4. Clean stainless steel kick plates on resident's doors.
5. Clean resident's doors.
6. Spot clean common area furniture.
7. Dust A/C grills and surrounding ceiling tiles.

C. Work to be Performed Monthly

1. Scrub/Re-wax all vinyl tile.

D. Work to be Performed Quarterly

1. Extract all carpet in common areas. Work to be performed as directed by the Housing Department.
2. Clean all electrical switch plates and outlets in common areas and offices.
3. Scrub/Re-wax all ceramic tile.
4. Steam or dry clean all common area furniture.
5. Strip/wax all vinyl tile.

E. Vacant Apartments

Successful bidder will be required to clean carpet and tile in vacant apartments on an as need basis. The Community Services Housing Division estimates approximately 300 apartments will need to be cleaned on an annual basis.

Proposer shall include a bid for the following cleaning services per vacant apartment on an as needed basis:

- Shampoo carpet
- Scrub and wax tile
- Shampoo carpet and wax tile



1.8.2 Carl Schechter Southwest Focal Point Community Centers

- **During the hours of the Senior Recreation Center operation, the successful bidder shall always have one (1) staff member on site assigned to attend to any and all janitorial requirements of this type of facility on an 8 hour per day schedule. This is in addition to the staff members required to meet the total janitorial requirements after normal hours of operation.**

A. Work to be Performed Daily:

1. Contents of all waste receptacles shall be emptied and the trash removed to a designated disposal area. Liners shall be replaced where needed.
2. Dust all vertical surfaces with a treated dust cloth and vacuum to control the introduction of air borne dust particles. Furniture polish to be used on wooden furniture where requested.
3. All hard flooring to be swept with a chemically treated dust mop, and then damp mopped with a neutral mopping solution.
4. Clean door glass, clean non-glass doors of dirt and grime.
5. Clean and sanitize drinking fountains.
6. Wipe clean counter/table tops when cleared.
7. Spot clean painted wall surfaces.
8. Clean/sanitize sink/counter area in lunchrooms and kitchens.
9. Wipe down vending machines, microwave ovens, refrigerators, kitchen equipment and chairs.
10. Vacuum all carpeted areas thoroughly with an industrial large area vacuum. This type will ensure the removal of the dirt and grit, which may be tracked into the building. In areas where a large area vacuum cannot be used such as edges and corners, a nozzle commercial tank vacuum may be used.
11. Spot clean carpet for removal of spills and stains. The removal of spots is an important factor in effective carpet care. Stains may be of the water-soluble type, petroleum based, or a wide variety of other stains and discolorations.
12. Restrooms:
 - a. Hand dust all partitions, ledges, towel and paper dispensers with chemically treated cloths.
 - b. All mirrors, bright work and enamel surfaces shall be cleaned and polished to a high luster.
 - c. Toilet seats to be cleaned and disinfected on both sides.
 - d. All basins, bowls, and urinals to be completely cleaned.
 - e. Replenish all towels tissues and hand soap in the dispensers.
 - f. Sweep and wet mop floors with quaternary disinfectant.
13. All crash bars, push plates, wall sconces and kick plates to be properly cleaned.



B. Work to be Performed Weekly:

Restrooms:

1. Completely disinfect with phenolic disinfectant, all toilets, bowls, and urinals to assure removal of all algae and encrustation from all areas.
2. Power scrub tile floors to remove any foreign matter deposited during the week.

C. Work to be performed Bi-Weekly:

1. Dust all overhead areas in rotunda section.
2. Vacuum all upholstered furniture.
3. Dust A/C vents and surrounding ceilings.

D. Work to be Performed Monthly:

1. Wash the walls in restrooms and kitchens.
2. Dust all blinds.
3. Clean all electrical switch covers.
4. Clean and disinfect all telephones.
5. Dust high moldings, doors, baseboards, and coving.
6. Scrub and recoat all vinyl tiles.
7. Shampoo carpets using steam extraction method in all traffic lanes, corridor and main meeting hall.

E. Work to be Performed Quarterly:

1. Wash all interior windows.

F. Work to be Performed Semi-Annually:

1. Wash all exterior windows.
2. Shampoo all carpeted areas using dry extraction method.

G. Work to be Performed Annually:

1. Strip to base all vinyl tiles and apply 5 coats of floor finish.

H. Successful Bidder:

1. Successful Bidder will submit a schedule of all listed work above to be checked off during the year for invoice approval process.



1.9 Floor Care Standards

- Contractor must use the following steps to ensure the expected level of service for the maintenance of floors other than restroom and shower areas.

A. VCT, LVT, and Ceramic Tile Areas

1. Use 3-M or equal products as approved by the City.
2. Scrub and recoat all VCT.
3. Additional scrub and rebuffer may be required in high traffic areas (hallways) as directed by City's designated representative, as needed and priced per square foot.
4. Scrub LVT, and ceramic tile flooring.
5. Completely strip to base and refinish VCT flooring. A minimum of five (5) coats of wax is to be applied, however more may be required to achieve industry standards.
6. Contractor shall be liable for any damages incurred to the facility, including those caused by use of excess water during the stripping process.

B. Carpeted Areas

1. Bonnet cleaning of carpets and rugs is strictly prohibited.
2. Clean all carpeted areas utilizing the Dry-Host method. Hot water extraction method or other alternate methods may be proposed (excluding bonnet method or similar). Alternate methods may or may not be considered.

1.10 PROPOSAL REQUIREMENTS

The following documents will need to be completed, scanned and submitted through www.bidsync.com as part of the bidder's submittal. The proposer interested in responding to this solicitation must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

1.10.1 Attachment A: Contact Information Form

- a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
- b. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.



- c. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
- d. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
- e. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.

1.10.2 Attachment B: Vendor Information Form and a W-9

- a. In addition to the Vendor Information Form, please ensure that you provide the completed W-9 (Rev. December 2014), as previously dated versions of this form will delay the processing of any payments to the awarded vendor.

1.10.3 Attachment C: Non-Collusive Affidavit

1.10.4 Attachment D: Sworn Statement on Public Entity Crimes Form

1.10.5 Attachment E: Local Vendor Preference Certification

- a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
- b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.
- c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.

1.10.6 Attachment F: Veteran Owned Small Business Preference Certification

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for



Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

1.10.7 Attachment G: Equal Benefits Certification Form

1.10.8 Attachment H: Proposer's Completed Qualification Statement

1.10.9 Attachment K: References Form

1.10.10 Attachment L: Mandatory Pre-Bid/Site Visit Confirmation Form

1.11 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.

1.12 CONTRACT TERM

The initial term of this contract shall be for a two (2) year period with option on the part of the City to renew for two (2) additional two (2) year renewal periods based on mutual consent of both parties.

1.13 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	October 10, 2017
Mandatory Pre-Bid Meeting: 8210 Florida Drive Pembroke Pines Florida 33025	11:00 a.m. on October 18, 2017
Question Due Date	October 23, 2017
Anticipated Date of Issuance for the Addenda with Questions and Answers	October 26, 2017
Proposals will be accepted until	2:00 p.m. on November 7, 2017
Proposals will be opened at	2:30 p.m. on November 7, 2017
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to City Commission award	TBD

1.13.1 Mandatory Pre-Bid Meeting

There will be a **MANDATORY SCHEDULED SITE VISIT** on **Wednesday October 18, 2017** at **11:00 am**. Site visit will begin at Pines Place Housing, 8210 Florida Drive Pembroke Pines Florida 33025



The purpose of the meeting is to allow prospective bidders the ability to inspect and measure areas along with providing the vendors the opportunity to verify supplies and dispensers currently being used.

Please make sure to have the **Mandatory Site Visit Confirmation Form** signed by both you and the respective City Representative at the time of your visit. Completed form will need to be submitted as part of your proposal.

1.14 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before **2:00 p.m. on November 7, 2017**.

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.



SECTION 2 - INSURANCE REQUIREMENTS

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least fifteen (15) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



2.1 REQUIRED INSURANCE

- A. COMMERCIAL GENERAL LIABILITY INSURANCE** including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000 (**mostly for construction or equipment sold to the CITY**)

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

- B. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE** covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation : Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

- C. AUTO LIABILITY INSURANCE** covering all owned, leased, hired, non-owned and employee non-owned vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:



1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by ISO pollution liability-broadened coverage for auto endorsement CA9948 and the Motor Carrier Act endorsement MCS90.

- D. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE**, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. (Increase to 10 years for construction projects)
- E. ENVIRONMENTAL/POLLUTION LIABILITY** shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- F. CRIME COVERAGE** when applicable, shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If Contractor is physically located on the City's premises, a third-party fidelity coverage extension shall apply.
- G. SEXUAL ABUSE** may not be excluded from any policy for Agreements involving any interaction with minors or seniors.

2.2 REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTORS' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on



account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the **"Ask a Question"** option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the **"Question Due Date"** stated in the solicitation. Questions received after **"Question Due Date"** shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact the BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.



Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and

highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

3.12 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that



the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.15 COPYRIGHT OR PATENT RIGHTS

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

3.16 PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

3.17 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

3.18 FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

3.19 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify



CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.20 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.21 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync

website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 10100 Pines Boulevard, Pembroke Pines, FL.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.
- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.



- (c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **“construction or repairs on a public building or public work”** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.24 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

3.25 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.27 DEFAULT PROVISION

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any



other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Florida Prompt Payment Act.



CONTACT INFORMATION FORM

IN ACCORDANCE WITH “RFP # CS-17-01” dated **October 10, 2017** titled “**Janitorial Services - Senior Center Rental Housing Facilities**” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

PRIMARY CONTACT FOR THE PROJECT:

NAME:

TITLE:

E-MAIL:

-

TELEPHONE:

FAX:

-

AUTHORIZED APPROVER:

NAME:

TITLE:

E-MAIL:

TELEPHONE:

FAX:

SIGNATURE:

B) Proposal Checklist

Are all costs, including consumable supplies included in pricing?

Yes

Pines Place Housing: 8103 S. Palm Drive Pembroke Pines 33025					
Item #	Scope of Work/Section	Dnly	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work/Section #1.7.1	Dnly	BidSync	364	
Total Cost for This Area					
Item #	Scope of Work/Section	Weekly	Unit Cost	QTY	Total Annual Cost
2	As per Scope of Work/Section #1.7.2	Weekly	BidSync	52	
Total Cost for This Area					
Item #	Scope of Work/Section	Bi Annually	Unit Cost	QTY	Total Annual Cost
3	As per Scope of Work/Section #1.7.3	Bi Annually	BidSync	2	
Total Cost for This Area					
FOR FUTURE ADDITIONAL REQUIREMENTS					
Item #	Floor Care Standards (If applicable)	Per Request	Total Cost	QTY	
4	As per Scope of Work/Section #1.8	Cost Per S/F	BidSync	1	

Pines Place Housing: 8210 Florida Drive Pembroke Pines 33025					
Item #	Scope of Work/Section	Dnly	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work/Section #1.7.1	Dnly	BidSync	364	
Total Cost for This Area					
Item #	Scope of Work/Section	Weekly	Unit Cost	QTY	Total Annual Cost
2	As per Scope of Work/Section #1.7.2	Weekly	BidSync	52	
Total Cost for This Area					
Item #	Scope of Work/Section	Bi Annually	Unit Cost	QTY	Total Annual Cost
3	As per Scope of Work/Section #1.7.3	Bi Annually	BidSync	2	
Total Cost for This Area					
FOR FUTURE ADDITIONAL REQUIREMENTS					
Item #	Floor Care Standards (If applicable)	Per Request	Total Cost	QTY	
4	As per Scope of Work/Section #1.8	Cost Per S/F	BidSync	1	

Pines Place Housing: 8203 S. Palm Drive Pembroke Pines 33025					
Item #	Scope of Work/Section	Dnly	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work/Section #1.7.1	Dnly	BidSync	364	
Total Cost for This Area					
Item #	Scope of Work/Section	Weekly	Unit Cost	QTY	Total Annual Cost
2	As per Scope of Work/Section #1.7.2	Weekly	BidSync	52	
Total Cost for This Area					
Item #	Scope of Work/Section	Bi Annually	Unit Cost	QTY	Total Annual Cost
3	As per Scope of Work/Section #1.7.3	Bi Annually	BidSync	2	
Total Cost for This Area					
FOR FUTURE ADDITIONAL REQUIREMENTS					
Item #	Floor Care Standards (If applicable)	Per Request	Total Cost	QTY	
4	As per Scope of Work/Section #1.8	Cost Per S/F	BidSync	1	

Pines Point Housing: 401 N.W. 103 Avenue Pembroke Pines 33026					
Item #	Scope of Work/Section	Dnly	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work/Section #1.7.1	Dnly	BidSync	364	
Total Cost for This Area					
Item #	Scope of Work/Section	Weekly	Unit Cost	QTY	Total Annual Cost
2	As per Scope of Work/Section #1.7.2	Weekly	BidSync	52	
Total Cost for This Area					
Item #	Scope of Work/Section	Bi Annually	Unit Cost	QTY	Total Annual Cost
3	As per Scope of Work/Section #1.7.3	Bi Annually	BidSync	2	
Total Cost for This Area					
FOR FUTURE ADDITIONAL REQUIREMENTS					
Item #	Floor Care Standards: (If applicable)	Per Request	Total Cost	QTY	
4	As per Scope of Work/Section #1.8	Cost Per S/F	BidSync	1	

Pines Point Housing: 601 N.W. 103 Avenue Pembroke Pines 33026					
Item #	Scope of Work/Section	Dnly	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work/Section #1.7.1	Dnly	BidSync	364	
Total Cost for This Area					
Item #	Scope of Work/Section	Weekly	Unit Cost	QTY	Total Annual Cost
2	As per Scope of Work/Section #1.7.2	Weekly	BidSync	52	
Total Cost for This Area					
Item #	Scope of Work/Section	Bi Annually	Unit Cost	QTY	Total Annual Cost
3	As per Scope of Work/Section #1.7.3	Bi Annually	BidSync	2	
Total Cost for This Area					
FOR FUTURE ADDITIONAL REQUIREMENTS					
Item #	Floor Care Standards: (If applicable)	Per Request	Total Cost	QTY	
4	As per Scope of Work/Section #1.8	Cost Per S/F	BidSync	1	

Pines Place Housing: 301 N.W. 103 Avenue Pembroke Pines 33026					
Item #	Scope of Work/Section	Dnly	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work/Section #1.7.1	Dnly	BidSync	364	
Total Cost for This Area					
Item #	Scope of Work/Section	Weekly	Unit Cost	QTY	Total Annual Cost
2	As per Scope of Work/Section #1.7.2	Weekly	BidSync	52	
Total Cost for This Area					
Item #	Scope of Work/Section	Bi Annually	Unit Cost	QTY	Total Annual Cost
3	As per Scope of Work/Section #1.7.3	Bi Annually	BidSync	2	
Total Cost for This Area					
Item #	Scope of Work/Section	Dnly	Unit Cost	QTY	Total Annual Cost
4	Daily Porter - As per Scope of Work/Section #1.5 Section C	Monday - Friday	BidSync	364	
Total Cost for This Area					
FOR FUTURE ADDITIONAL REQUIREMENTS					
Item #	Floor Care Standards: (If applicable)	Per Request	Total Cost	QTY	
5	As per Scope of Work/Section #1.8	Cost Per S/F	BidSync	1	



(OFFICE USE ONLY) Vendor number:

Please complete this vendor information form entirely along with the
IRS Form W-9, scan and upload it to the www.bidsync.com

Vendor Information Form

Operating Name (Payee)			
Legal Name (as filed with IRS)			
Remit-to Address (For Payments)			
Remit-to Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Order-from Address (For purchase orders)			
Order-from Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Return-to Address (For product returns)			
Return-to Contact Name		Title:	
Email Address:			
Phone #:		Fax #	
Payment Terms:			

Type of Business (please check one and provide Federal Tax identification or social security Number)

- ☐ Corporation
☐ Sole Proprietorship/Individual
☐ Partnership
☐ Health Care Service Provider
☐ LLC – C (C corporation) – S (S corporation) – P (partnership)
☐ Other (Specify):

Federal ID Number:

Social Security No.:

Name of Applicant / Signature _____

Title of Applicant _____ Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



NON-COLLUSIVE AFFIDAVIT

BIDDER is the

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature

Title

Name of Company



**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. My name is _____ and my _____
(Please print name of individual signing)

relationship to the entity named above is _____.

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Bidder's Name/Signature	Company	Date
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LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.

In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.

In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:



VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business.

In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:



EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City’s Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

- 1. Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
- 2. Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
- 3. Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
- 4. Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.
- 5. Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.

6. Spouse means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.

7. Traditional marriage means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- A.** Contractor currently complies with the requirements of this section; or
- B.** Contractor will comply with the conditions of this section at the time of contract award; or
- C.** Contractor will not comply with the conditions of this section at the time of contract award: or
- D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
 - 1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
 - 2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;
 - 3.** The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;
 - 4.** The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME:

AUTHORIZED OFFICER NAME / SIGNATURE:



PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title:

Contact Person's E-mail Address:

PROPOSER'S Telephone and Fax Number:

PROPOSER'S License Number:

(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number:

Number of years your organization has been in business

State the number of years your firm has been in business under your present business name

State the number of years your firm has been in business in the work specific to this solicitation:

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship Partnership Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals non-responsive.

At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you. If so, when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER’S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Companies providing coverage**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	<div style="border: 1px solid black; padding: 10px; text-align: center;"> Must Include General Liability </div>			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				<div style="border: 1px solid black; padding: 10px; text-align: center;"> SAMPLE CERTIFICATE </div>								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$									
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines FL 33026

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

MAIL 30 DAYS WRITTEN
 LEFT.

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE



CONTRACTUAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____,
«Contract_Signature_Year», by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

«Vendor_Name_Upper_Case», a «Vendor_Business_Type», authorized to do business in the State of Florida, with a business address of «Vendor_Address_Line_1», «Vendor_Address_Line_2» (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On «Solicitation_Advertisement_Date», the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide «Service_Description» as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

«Solicitation_Type_Abbreviation» # «Solicitation_Number»
“«Solicitation_Title»”

1.2 On «Bid_Opening_Date», the bids were opened at the offices of the City Clerk.

1.3 On «Commission_Award_Date», the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.



1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the «**Service_Description**», as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "**«Solicitation_Type_Abbreviation» # «Solicitation_Number»**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the «**Service_Description**», as more specifically described in **Exhibit A**.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the



work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3

TERM AND TERMINATION

3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit “A”** attached hereto and made part hereof, for an initial **«Initial_Contract_Length»** period commencing on **«Commencement_Date»** and ending on **«Termination_Date»**.

3.2 This Agreement may be renewed for **«Contract_Renewal_Terms»** upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Post Contractual Obligations:* In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon **«Termination_for_Convenience»** of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on a **«Compensation_Type»** **«Compensation_Amount_Written»** (**«Compensation_Amount_Numerical»**), which includes an owner’s contingency fee of **«Contingency_Fee_Written»** (**«Contingency_Fee_Numerical»**), payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.



4.3 The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the City Public Services Director or his or her assignees.

4.4 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

ARTICLE 5

CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6

PERFORMANCE BOND

6.1 At the time of the execution of this Agreement, CONTRACTOR shall have in effect a Performance Bond guaranteeing to the CITY the completion and performance of the Scope of Services and work covered in this Agreement. The Performance Bond shall at all times be valid and in force to cover the Work being performed. The Performance Bond shall be executed by a Surety Company approved by the U.S. Treasury Department, licensed to do business in the State of Florida, and having a registered agent in Broward County.

6.2 The CONTRACTOR agrees to keep such Bonds, or a replacement thereof, in force at all times during the course of performance of this Agreement. In addition to the foregoing requirements, such Bond shall contain provisions, whether by attaching endorsements or supplemental agreements, guaranteeing to the CITY the completion of services of the performance of this Agreement. CONTRACTOR may comply with the requirements of this provision by causing said Bond to specifically name the CITY as one of the parties to whom the protection afforded by said Bond is extended or as an alternative, may furnish the CITY with a separate Performance Bond meeting the same criteria provided above.

ARTICLE 7

INDEMNIFICATION

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims,



demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

7.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

7.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

7.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 8 **INSURANCE**

8.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial



strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

8.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE

8.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

8.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and



his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

8.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

8.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

8.6.5 Sexual Abuse may not be excluded from any policy.

8.7 REQUIRED ENDORSEMENTS

- 8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
- 8.7.2 Waiver of all Rights of Subrogation against the CITY
- 8.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 8.7.4 CONTRACTORS' policies shall be Primary & Non-Contributory
- 8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
- 8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.



8.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

9.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10

INDEPENDENT CONTRACTOR

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its



business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11

UNCONTROLLABLE FORCES

11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12

AGREEMENT SUBJECT TO FUNDING

12.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 13

VENUE

13.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 14

SIGNATORY AUTHORITY

14.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 15



MERGER; AMENDMENT

15.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 16 **DEFAULT OF CONTRACT & REMEDIES**

16.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

16.1.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

16.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure



shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

16.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

16.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

16.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

16.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.



ARTICLE 17

BANKRUPTCY

17.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 18

DISPUTE RESOLUTION

18.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

18.2 Operations During Dispute.

18.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

18.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

18.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19

PUBLIC RECORDS

19.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:



19.1.1 Keep and maintain public records required by the CITY to perform the service;

19.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

19.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

19.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 16**.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 20
MISCELLANEOUS**

20.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.



20.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

20.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

20.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

20.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

20.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040
------	--



Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Contractor «Vendor_Contact_Title»
 «Vendor_Name»
 «Vendor_Address_Line_1»
 «Vendor_Address_Line_2»
 E-mail: «Vendor_Email»
 Telephone No: «Vendor_Phone_Number»
 Cell phone No: «Vendor_Cell_Number»
 Facsimile No: «Vendor_Fax_Number»

20.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

20.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

20.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

20.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

20.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

20.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or



relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

20.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

20.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

20.15 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

20.16 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

20.17 **Compliance with Statutes.** It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable; **specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.**

20.18 **Additional Background Screening Requirements.** In addition, to any other background screening requirements that may be required in this Agreement and/or by statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies, the CONTRACTOR shall ensure that all employees that are providing services to the CITY, shall complete and pass a **Level II background check.**

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By: _____
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

«Vendor_Name_Upper_Case»

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **«Vendor_Name»**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **«Vendor_Name»** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, **«Contract_Signature_Year»**.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm’s capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name and location of the project:

Nature of the firm’s responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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City/State/Zip:

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E-Mail Address:

Telephone: Fax:

Project Information:

Name and location of the project:

Nature of the firm’s responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:



City of Pembroke Pines

Mandatory Pre-Bid/Site Visit Confirmation Form

The scanned form, signed by both the Contractor and City Representatives must be uploaded in order for the bid to be considered complete.

_____, who is a representative of
(Printed name of Contractor's representative)

_____ PERSONALLY came and appeared
(Contractor's Company)

before me and affirms that they have completed the mandatory pre-bid/site visit on this the

_____ day of _____, 20_____ as required by:

Solicitation #: _____

Solicitation Title: _____

(Contractor Representative's Printed Name)

(City Representative's Printed Name)

(Contractor Representative's Signature)

(City Representative's Signature)

(Contractor's Company)

(City Representative's Department)

(Contractor's Phone Number)

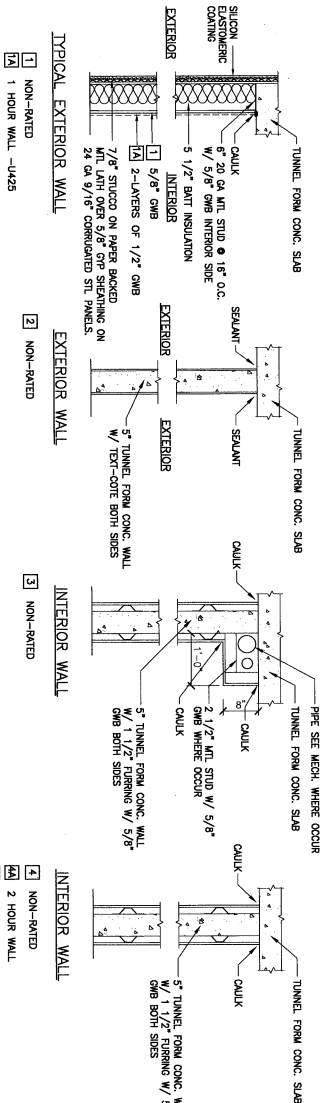
(City Representative's Phone Number)

(Date)

(Date)

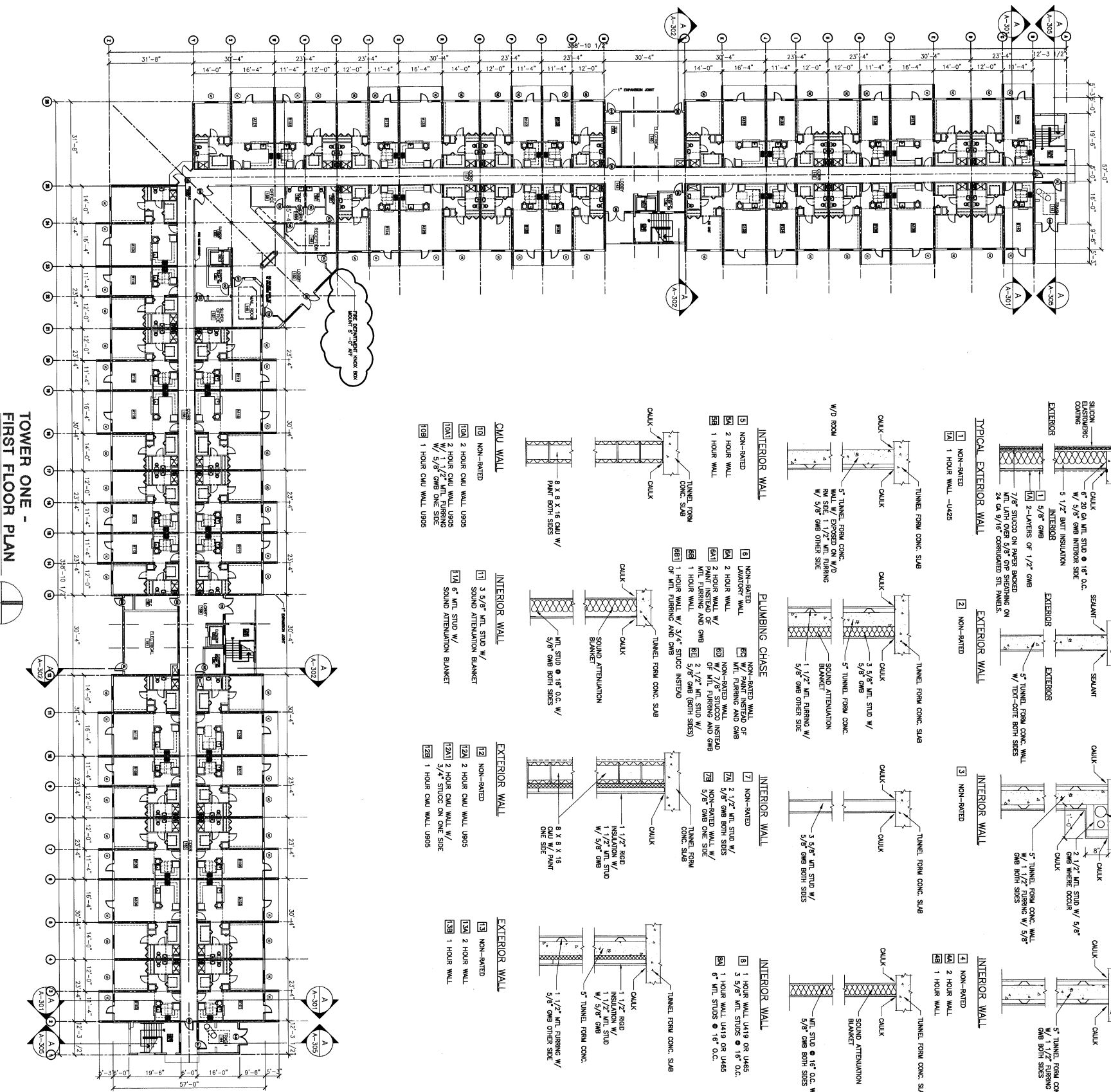
The City requires all questions on the " the BidSync website. Such request must be received by the "Question Due Date," questions received after the "Question Due Date" shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

WALL TYPES



GENERAL NOTES

- SEE SHEET 401 FOR ENLARGED UNIT PLANS.
- SEE SHEET 402 FOR ENLARGED UNIT PLANS.
- SEE WALL TYPES INDICATIONS ON 1/8" SCALE FLOOR PLANS.
- F.F.E.L.-10.00' N.E.L.
- SECTION OF THIS STRUCTURE AND ALL UNIT PLANS SHALL BE CONSIDERED AS PER THE HASKELL COMPANY'S GUIDELINES, F.A.C., CHAPTER 11 PART B.
- ALL INTERIOR FINISHES SHALL BE THE RESPONSIBILITY OF THE OWNER.
- SEE SHEET 403 FOR ENLARGED UNIT PLANS.



TOWER ONE - FIRST FLOOR PLAN

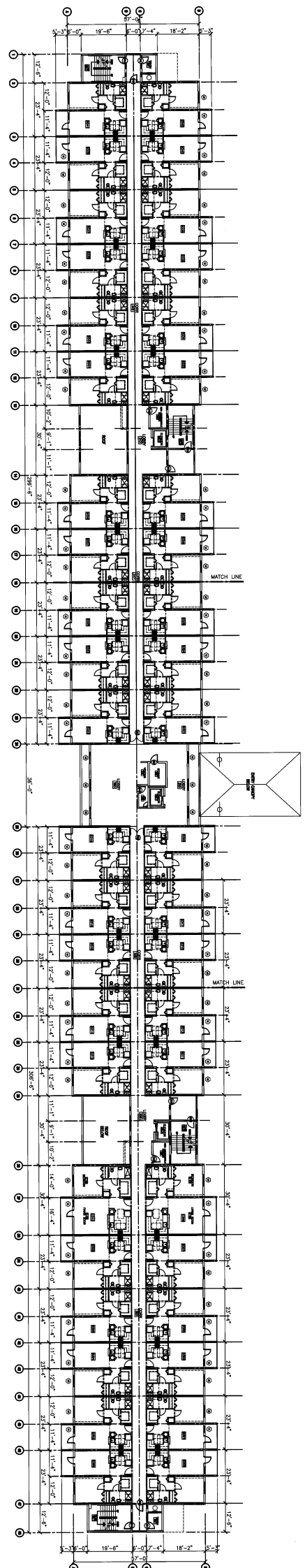
SCALE: 1/16"=1'-0"

UNIT TABULATION DATA				
FLOOR	UNIT TYPE	NO. / UNITS	NSF / UNIT	TOTAL NSF
GROUND	TYPE A - ONE BEDROOM	12	720 NSF	8640 NSF
	TYPE B - ONE BEDROOM	16	560 NSF	8960 NSF
	TYPE C - ONE BEDROOM	2	720 NSF	1440 NSF
	TYPE D - ONE BEDROOM	2	720 NSF	1440 NSF
SECOND FLOOR	TYPE A - ONE BEDROOM	12	720 NSF	8640 NSF
	TYPE B - ONE BEDROOM	16	560 NSF	8960 NSF
	TYPE C - ONE BEDROOM	2	720 NSF	1440 NSF
	TYPE D - ONE BEDROOM	2	720 NSF	1440 NSF
FIRST FLOOR COMMON & MAIN LOBBY			2550 NSF	2550 NSF
TOTAL NSF			41186201	41186201

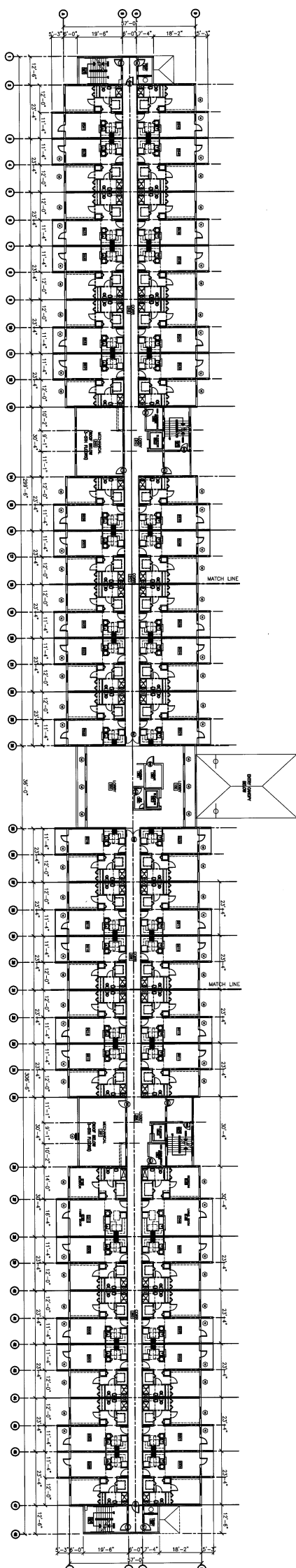
SENIOR RESIDENCES AT THE
PINES PLACE
8103 SOUTH PALM DR., PEMBROKE PINES FLORIDA 33025

THE HASKELL COMPANY
AMERICA'S DESIGN-BUILD LEADER®
111 Riverside Avenue • Jacksonville, Florida 32202 • 904/791-4500

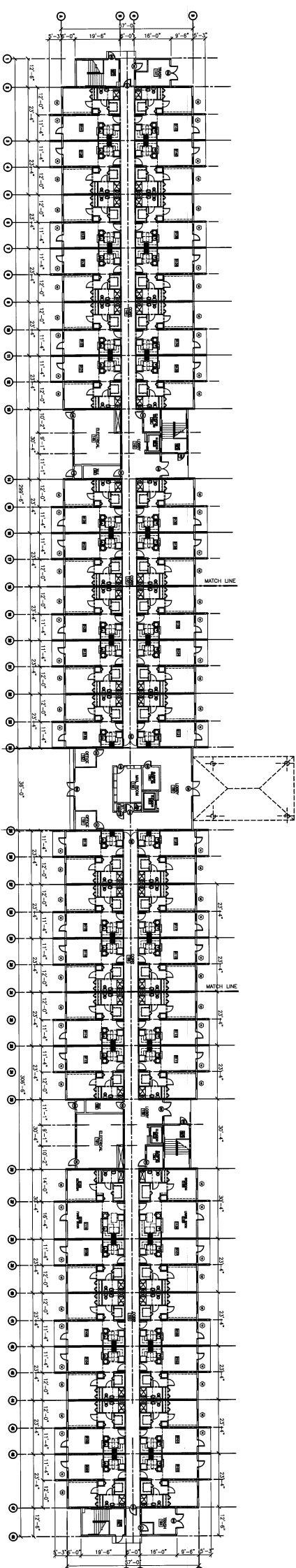
CHARLES B. SALAMALLA
PROJECT ARCHITECT



**TOWER THREE
3RD - 5TH FLOOR PLAN**



**TOWER THREE
2ND FLOOR PLAN**



**TOWER THREE
FIRST FLOOR PLAN**
SCALE: 1" = 20'-0"



SENIOR RESIDENCES AT THE
PINES PLACE
8203 SOUTH PALM DR., PEMBROKE PINES FLORIDA 33025



CHARLES B. SALEM, AIA
PROJECT ARCHITECT

REF ID: A6-000878

**OVERALL
FLOOR PLANS**

A0-110

SHEET NUMBER

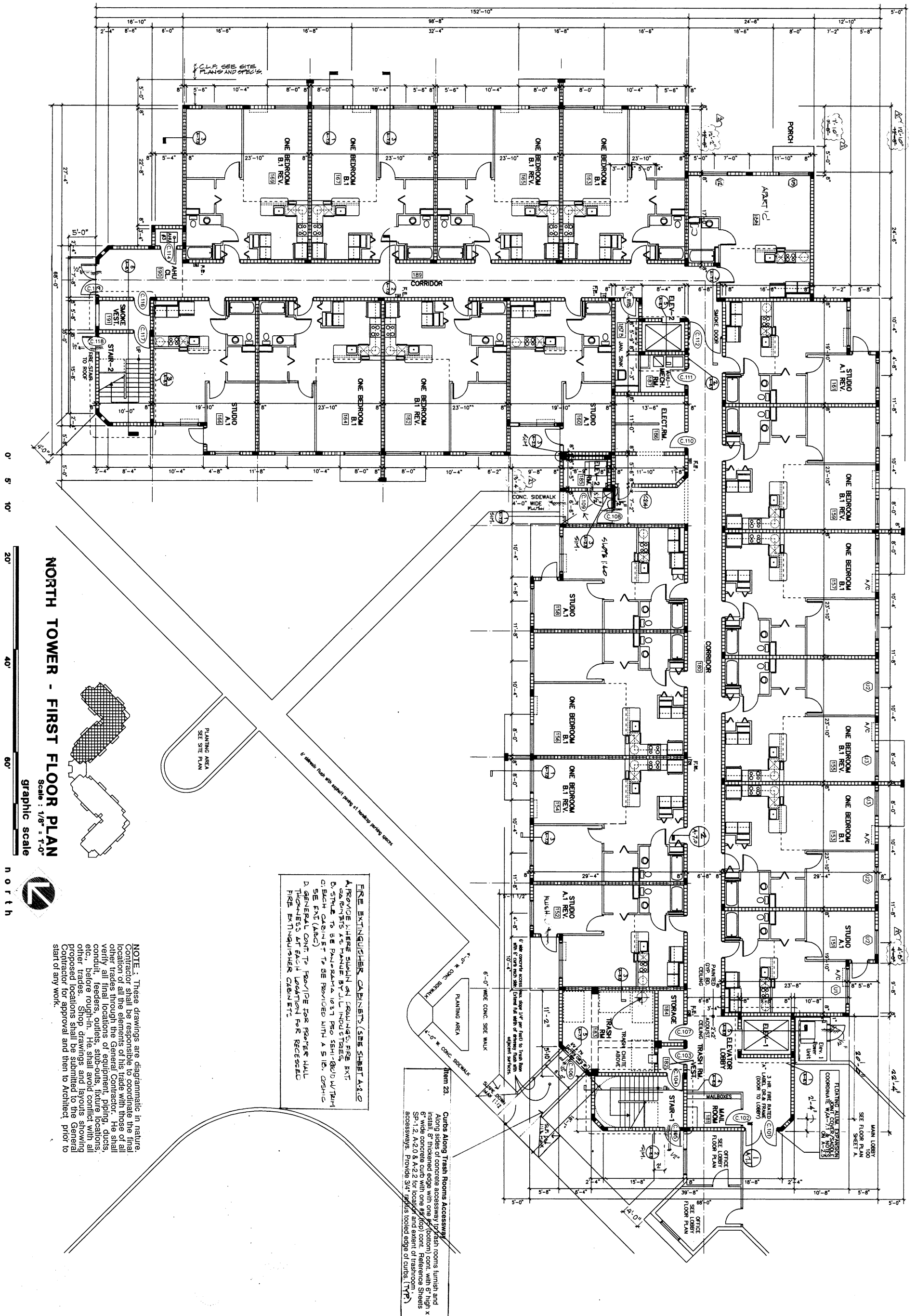
GENERAL NOTES

1. SEE SHEET 401 FOR ENLARGED UNIT PLANS.
2. SEE SECTS. FOR DOOR AND FINISH SCHEDULES.
3. SEE WALL TYPES NOTATIONS ON 1/8" SCALE FLOOR PLANS.
4. F.F.E.L.=10.00' MAX.
5. DESIGN OF THIS STRUCTURE AND ALL UNIT PLANS SHALL BE IN ACCORDANCE WITH THE "FIRE HOUSING AMENDMENTS ACT" OF 1989 AND THE "FIRE HOUSING ACCESSIBILITY", F.E.C., CHAPTER 11 PART B.
6. ALL INTERIOR FINISH SHALL MEET THE REQUIREMENTS OF THE 903.3 THREE 903.3 FOR RESIDENTIAL R-2 OCCUPANCY.

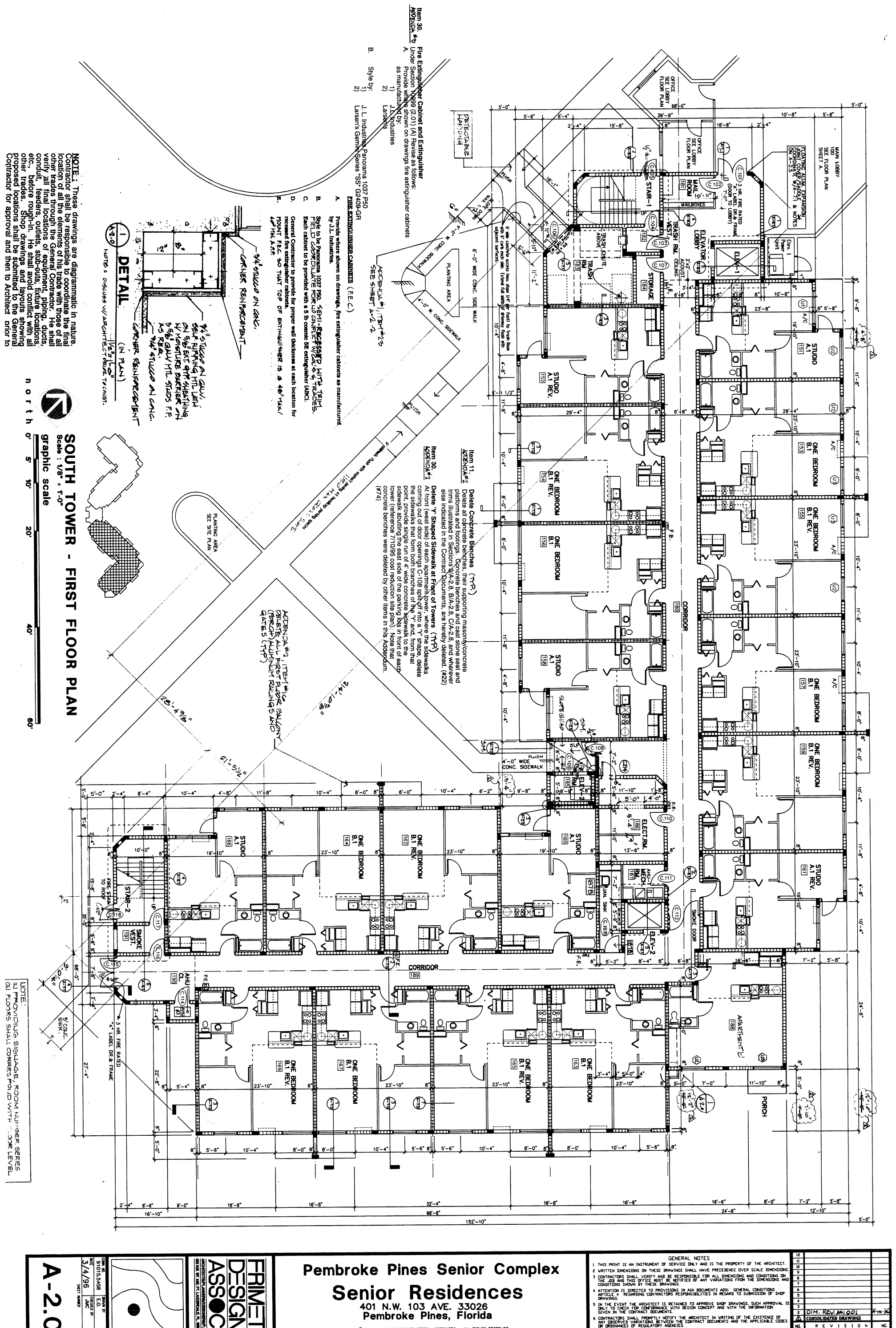
A-110-2
SHEET NUMBER

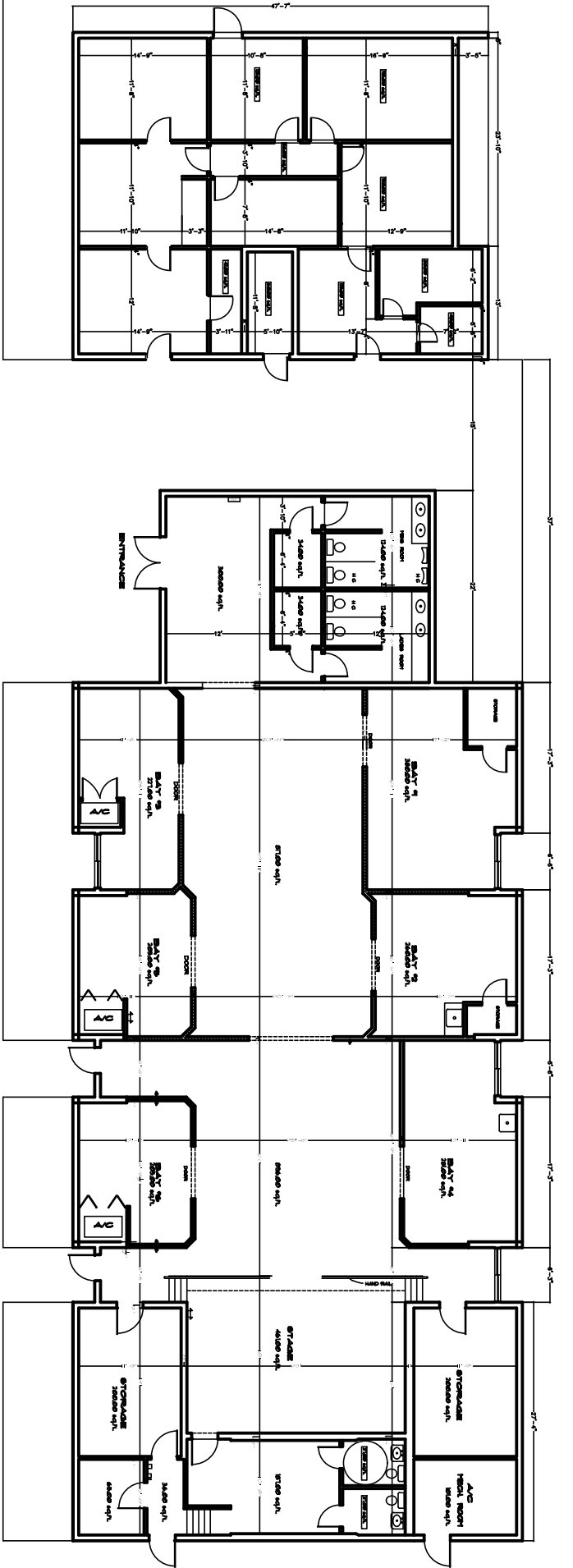
Page 5 OF 11

Attachment M: Location Drawings



GENERAL NOTES		12
1	THIS PRINT IS AN INSTRUMENT OF SERVICE ONLY AND IS THE PROPERTY OF THE ARCHITECT.	11
2	THESE DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS.	10
3	CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB. THIS OFFICE MAY BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.	9
4	ATTENTION IS DIRECTED TO PROVISIONS IN AIA DOCUMENT A301, GENERAL CONDITIONS OF CONTRACT, REGARDING CONTRACTORS RESPONSIBILITIES IN REGARD TO SUBMISSION OF SHOP DRAWINGS.	8
5	IN THE EVENT THE ARCHITECT IS RETAINED TO APPROVE SHOP DRAWINGS, SUCH APPROVAL IS ONLY TO CHECK FOR CONFORMANCE WITH DESIGN CONCEPT AND WITH THE INFORMATION CONTAINED ON THESE DRAWINGS.	7
6	CONTRACTORS SHALL PROMPTLY NOTIFY THE ARCHITECT IN WRITING OF THE EXISTENCE OF ANY OBSERVED VARIATIONS BETWEEN THE CONTRACT DOCUMENTS AND THE APPLICABLE CODES AND REGULATORY AGENCIES.	6
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FLOOR PLAN SCALE: 1/8"=1'-0"

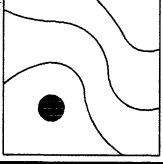
- GENERAL NOTES
1. THIS PRINT IS AN INSTRUMENT OF SERVICE ONLY AND IS THE PROPERTY OF THE ARCHITECT.
 2. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS.
 3. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.
 4. ATTENTION IS DIRECTED TO PROVISIONS IN AIA DOCUMENTS A201, GENERAL CONDITIONS ARTICLE 4 REGARDING CONTRACTORS RESPONSIBILITIES IN REGARD TO SUBMISSION OF SHOP DRAWINGS.
 5. IN THE EVENT THE ARCHITECT IS RETAINED TO APPROVE SHOP DRAWINGS, SUCH APPROVAL IS ONLY TO CHECK FOR CONFORMANCE WITH DESIGN CONCEPT AND WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS.
 6. CONTRACTORS SHALL PROMPTLY NOTIFY THE ARCHITECT IN WRITING OF THE EXISTENCE OF ANY OBSERVED VARIATIONS BETWEEN THE CONTRACT DOCUMENTS AND THE APPLICABLE CODES OR ORDINANCES OF REGULATORY AGENCIES.

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NO.	REVISION	NO.	

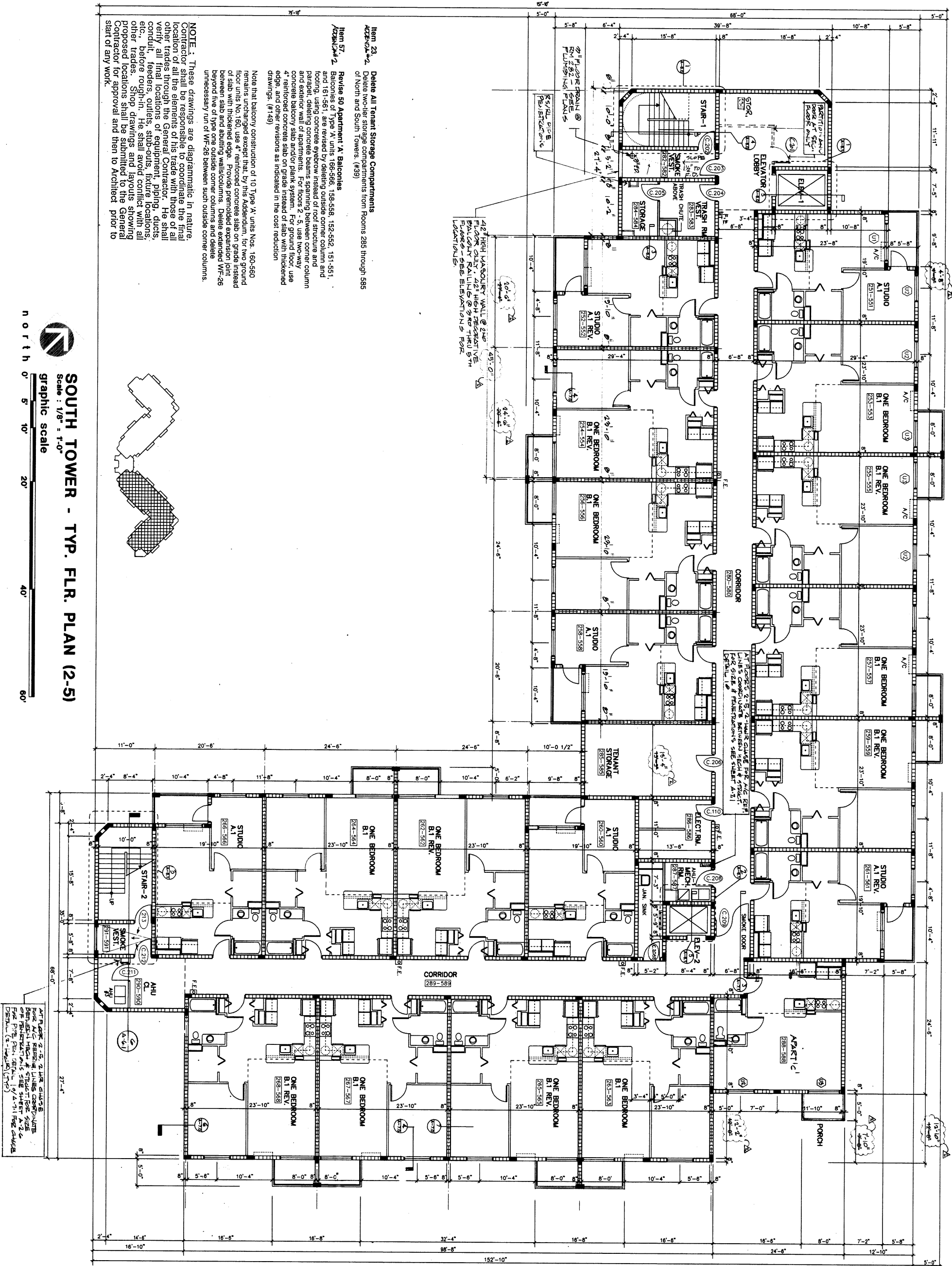
Pembroke Pines Senior Complex
Senior Residences
501 N.W. 103 AVE. 33026
Pembroke Pines, Florida

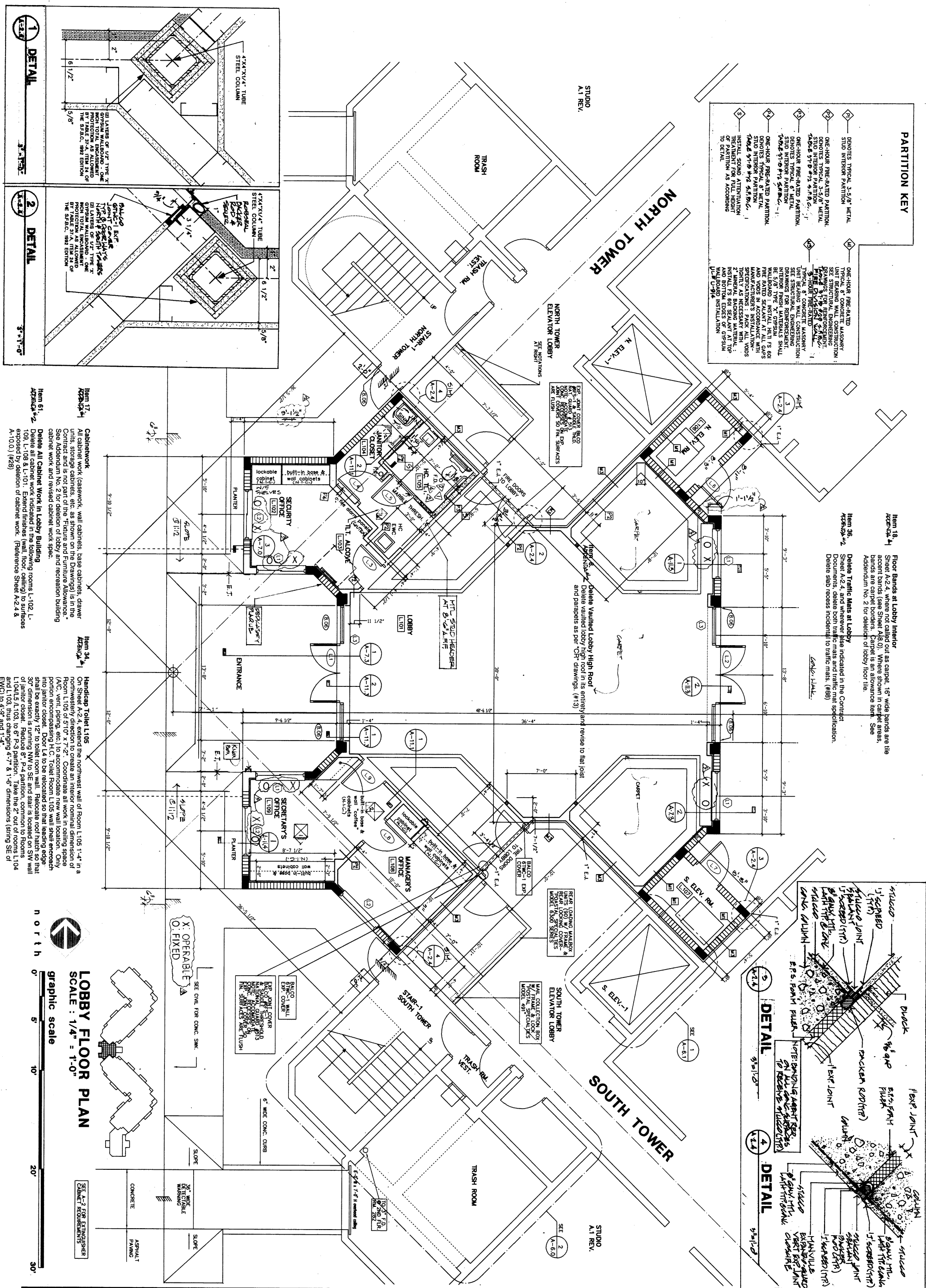
© COPYRIGHT 1993 FRIMET DESIGN ASSOCIATES ALL RIGHTS RESERVED

FRIMET
DESIGN
ASSOC.
ARCHITECTURAL ASSOCIATES
2801 N.W. 103 AVE. SUITE 100
Pembroke Pines, FL 33026

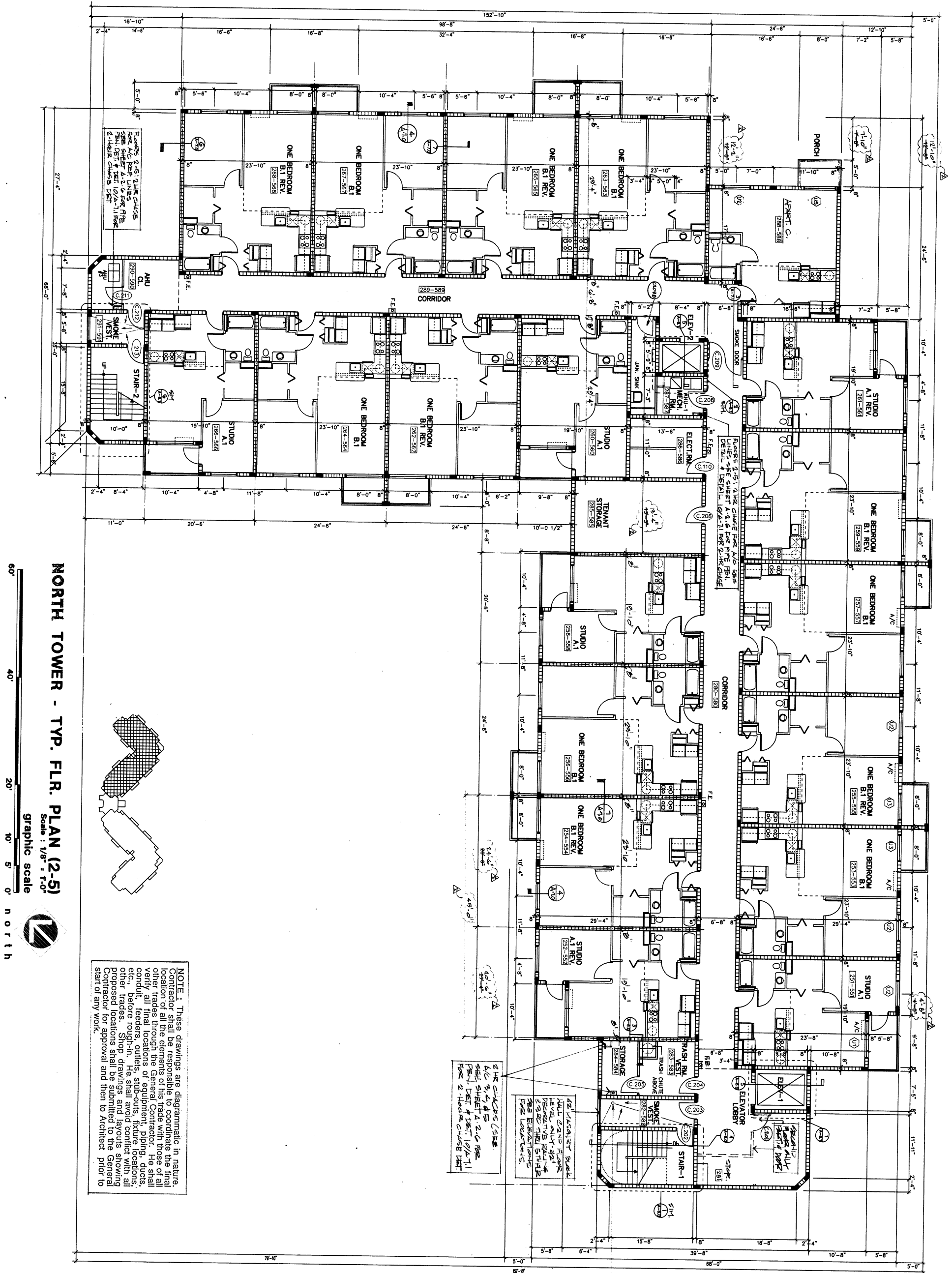


DATE: 3/4/96
BY: JMC
CHECKED: JMC
SCALE: AS SHOWN





A-2.4	DATE 9/07/98 SHEET NO. 3 OF 96 SCALE AS SHOWN	 <small>NORTH ARROW IS NOT TO SCALE</small> FRIMET DESIGN ASSOC. <small>REGISTERED PROFESSIONAL ARCHITECTS IN THE STATE OF CALIFORNIA</small>	<h1>Pembroke Pines Senior Complex</h1> <h2>Senior Residences</h2> <p>401-601 N.W. 103 AVE. 33026 Pembroke Pines, Florida</p> <p>© COPYRIGHT 1993 FRIMET DESIGN ASSOCIATES ALL RIGHTS RESERVED</p>	<p>GENERAL NOTES</p> <ol style="list-style-type: none"> THIS PRINT IS AN INSTRUMENT OF SERVICE ONLY AND IS THE PROPERTY OF THE ARCHITECT. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. ATTENTION IS DIRECTED TO PROVISIONS IN AS DOCUMENTS ADJ. GENERAL CONDITIONS ARTICLE 4 REGARDING CONTRACTOR'S RESPONSIBILITIES IN REGARD TO SUBMISSION OF SHOP DRAWINGS. IN THE EVENT THE ARCHITECT IS RETAINED TO APPROVE SHOP DRAWINGS, SUCH APPROVAL IS ONLY TO CHECK FOR CONFORMANCE WITH DESIGN CONCEPT AND WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. CONTRACTORS SHALL PROMPTLY NOTIFY THE ARCHITECT IN WRITING OF THE EXISTENCE OF ANY OBSERVED VARIATIONS BETWEEN THE CONTRACT DOCUMENTS AND THE APPLICABLE CODES OR ORDINANCES OF REGULATORY AGENCIES. 	<div style="float: right;">12</div> <div style="clear: both;"></div>
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NOTE 1: These drawings are diagrammatic in nature. Contractor shall be responsible to coordinate the final location of all the elements of his trade with those of all other trades through the General Contractor. He shall verify all final locations of equipment, piping, ducts, conduits, feeders, outlets, stub-outs, fixture locations, etc., before rough-in. He shall avoid conflict with all other trades. Shop drawings and layouts showing proposed locations shall be submitted to the General Contractor for approval and then to Architect prior to start of any work.

2 HR CHASES (SEE
b/c 3, 4, 5
SEE SHEET A-2-C FOR
PENT. DET. # DET. 10/A-7.1
FOR 2-Hour CHASE DET.

42" MAJOR 2ND
FLOOR
LEVEL ONLY 42"
DECORATIVE RAILING
23RD FLOOR 5TH FL
SEE ELEVATIONS
FOR LOCATIONS.



3" FLOOR DRAIN
③ RM 282 - SEE
PUMPING PLANS.

GENERAL NOTES		IR	
1	THIS PRINT IS AN INSTRUMENT OF SERVICE ONLY AND IS THE PROPERTY OF THE ARCHITECT.	12	
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3	CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONING AND NOTATION ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.	9	
4	ATTENTION IS DIRECTED TO PROVISIONS IN AIA DOCUMENT A191, GENERAL CONDITIONS OF CONTRACT, REGARDING CONTRACTORS RESPONSIBILITIES IN REGARD TO SUBMISSION OF SHOP DRAWINGS.	8	
5	IN THE EVENT THE ARCHITECT IS RETAINED TO APPROVE SHOP DRAWINGS, SUCH APPROVAL IS ONLY TO CHECK FOR CONFORMANCE WITH BEST PRACTICE AND WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS.	7	
6	CONTRACTORS SHALL NOTIFY THE ARCHITECT IN WRITING OF THE EXISTENCE OF ANY OBSERVED VARIATIONS FROM THE CONTRACT DOCUMENTS AND THE APPLICABLE CODES OR ORDINANCES OF REGULATORY AGENCIES.	6	
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[Vendor view of bid](#)

[Chat](#) | [Bid Comments](#) | [Documents](#) | [Attachments](#) | [Items](#) | [Addendums](#)

Bid #CS-17-01 - Janitorial Services - Senior Center Rental Housing Facilities    

Time Left	Bid has ended.		
Bid Started	Oct 11, 2017 8:02:35 AM EDT	Notifications	Report (Bidder Activity)
Bid Ended	This bid closed on Nov 14, 2017 2:00:00 PM EST	# of suppliers that viewed	136  (View)
Agency Information	City of Pembroke Pines, FL (view agency's bids)	Q & A	Questions & Answers Questions: 4 Q&A Deadline: Oct 23, 2017 8:30:00 PM EDT
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Pre-Bid Conference(s)	<p>Oct 18, 2017 11:00:00 AM EDT</p> <p>Attendance is mandatory</p> <p>Location: There will be a MANDATORY SCHEDULED SITE VISIT on Wednesday October 18, 2017 at 11:00 am. Site visit will begin at Pines Place Housing, 8210 Florida Drive Pembroke Pines Florida 33025</p> <p>The purpose of the meeting is to allow prospective bidders the ability to inspect and measure areas along with providing the vendors the opportunity to verify supplies and dispensers currently being used.</p> <p>Please make sure to have the Mandatory Site Visit Confirmation Form signed by both you and the respective City Representative at the time of your visit. Completed form will need to be submitted as part of your proposal.</p> <p>Transcript Attendance</p>		
Copy Bid	Click here to copy the bid and relist it as a new bid		
View Rules	Click here to change the rules for this bid.		
Bid Packet	 Packet for Bid CS-17-01 (download)		
Best and Final Offer:	Create		

Approval

View Approval Flow [View Approval Flow](#)

Approval Status Approved

Bid Comments

Contract Duration 2 years

Contract Renewal 2 annual renewals

Prices Good for 90 days

Budgeted Amount \$0.00 [\(change\)](#)

Standard Disclaimer Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.



However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY" (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.















Bid Comments

The City of Pembroke Pines is seeking bids from qualified firms, hereinafter referred to as Contractors(s), to provide janitorial services for the Senior Center Rental Housing Facilities.

Pines Place Housing
Pines Point Housing / 501 Management Office
Carl Schechter Southwest Focal Point Community Centers

Documents

Select All | Select None | Download Selected

- ☐ 1.  [CS-17-01 Janitorial Services for Senior Center Rental Housing Facilities.pdf](#) [\[download\]](#)
- ☒ Attachment A Contact information (2 documents)
- ☐ 2.  [Attachment B - Vendor Information Form and a W-9.pdf](#) [\[download\]](#)
- ☐ 4.  [Attachment D - Sworn Statement on Public Entity Crimes](#) [\[download\]](#)
- ☐ 6.  [Attachment F - Veteran Owned Small Business \(VOSB\) Preference Certification](#) [\[download\]](#)
- ☐ 8.  [Attachment H - Proposers Qualifications Statement](#) [\[download\]](#)
- ☐ 10.  [Attachment J - Specimen Contract Contractual Services Agreement Rev. 2017-04-07.pdf](#) [\[download\]](#)
- ☐ 12.  [Attachment L - Mandatory Pre-Bid - Site Visit Confirmation Form 2017-03-06.pdf](#) [\[download\]](#)
- ☐ 14.  [CS-17-01 - Mandatory Pre-Bid Attendance Sheet - 10.18.2017.pdf](#) [\[download\]](#)
- ☐ 3.  [Attachment C - Non-Collusive Affidavit](#) [\[download\]](#)
- ☐ 5.  [Attachment E - Local Vendor Preference Certification](#) [\[download\]](#)
- ☐ 7.  [Attachment G - Equal Benefits Certification Form](#) [\[download\]](#)
- ☐ 9.  [Attachment I - Sample Insurance Certificate.pdf](#) [\[download\]](#)
- ☐ 11.  [Attachment K - References Form](#) [\[download\]](#)
- ☐ 13.  [Attachment M - Location Drawings.pdf](#) [\[download\]](#)

 = Included in Bid Packet  = Excluded from Bid Packet

Items

<input checked="" type="checkbox"/> Pines Place Housing 8103	[Description]
<input checked="" type="checkbox"/> Pines Place Housing 8203	[Description]
<input checked="" type="checkbox"/> Pines Place Housing 8210	[Description]
<input checked="" type="checkbox"/> Carl Schechter Southwest Focal Point Community Centers 301	[Description]
<input checked="" type="checkbox"/> Pines Point Housing 401	[Description]
<input checked="" type="checkbox"/> Pines Point Housing 501	[Description]
<input checked="" type="checkbox"/> Pines Point Housing 601	[Description]

Addendum #1 - Made On Nov 9, 2017 5:31:59 PM EST

New Documents Attachment A Contact information.docx

Removed Documents Attachment A Contact information.docx

Change Made On Oct 19, 2017 3:31:59 PM EDT

New Documents CS-17-01 - Mandatory Pre-Bid Attendance Sheet - 10.18.2017.pdf

Change Made On Nov 7, 2017 10:33:29 AM EST



Change Made On Nov 9, 2017 4:13:49 PM EST

New Documents Attachment A Contact information.docx
Attachment A Contact information.pdf

Removed Documents Attachment A Contact information.docx

Addendum to Lot "Pines Place Housing 8103"

Addendum to Lot "Pines Place Housing 8203"

Addendum to Lot "Pines Place Housing 8210"

Addendum to Lot "Carl Schechter Southwest Focal Point Community Centers 301"

Previous Name Pines Place Housing 301
Previous Description Pines Place Housing:
301 N.W. 103 Avenue
Pembroke Pines 33026

New Name Carl Schechter Southwest Focal Point Community Centers 301
New Description Carl Schechter Southwest Focal Point Community
Centers:
301 N.W. 103 Avenue
Pembroke Pines 33026

Addendum to Lot "Pines Point Housing 401"

New Lot: Pines Point Housing 501

Addendum to Lot "Pines Point Housing 601"

Added Items

- [As per Scope of Work Section #1.8.1 \(A\) Daily "Management Office Only"](#)
- [As per Scope of Work Section #1.8.1 \(B\) Weekly "Management Office Only"](#)
- [As per Scope of Work Section #1.8.1 \(C\) Monthly](#)
- [As per Scope of Work Section #1.8.1 \(C\) Monthly "Management Office Only"](#)
- [As per Scope of Work Section #1.8.1 \(D\) Quarterly "Management Office Only"](#)
- [As per Scope of Work Section #1.8.1 \(E\) Vacant Apartments \(approx 525 SQ. FT.\)](#)
- [As per Scope of Work Section #1.8.1 \(E\) Vacant Apartments \(approx 525 SQ. FT.\)](#)
- [As per Scope of Work Section #1.8.1 \(E\) Vacant Apartments \(approx 554 SQ. FT.\)](#)
- [As per Scope of Work Section #1.8.1 \(E\) Vacant Apartments \(approx 525 SQ. FT.\)](#)
- [As per Scope of Work Section #1.8.2 \(E\) Quarterly](#)
- [As per Scope of Work Sec #1.9 Floor Care Standards "MGMT Office Only"](#)
- [As per Scope of Work Section #1.8.1 \(E\) Vacant Apartments \(approx 750 SQ. FT.\)](#)
- [As per Scope of Work Section #1.8.1 \(E\) Vacant Apartments \(approx 750 SQ. FT.\)](#)
- [As per Scope of Work Section #1.8.1 \(E\) Vacant Apartments \(approx 580 SQ. FT.\)](#)
- [As per Scope of Work Section #1.8.1 \(E\) Vacant Apartments \(approx 580 SQ. FT.\)](#)
- [As per Scope of Work Section #1.8.1 \(E\) Vacant Apartments \(approx 750 SQ. FT.\)](#)
- [As per Scope of Work Section #1.8.2 \(F\) Semi -Annually](#)
- [As per Scope of Work Section #1.9 Floor Care Standards](#)
- [As per Scope of Work Section #1.9 Floor Care Standards](#)
- [As per Scope of Work Section #1.8.1 \(E\) Vacant Apartments \(approx 750 SQ. FT.\)](#)
- [As per Scope of Work Section #1.8.1 \(E\) Vacant Apartments \(approx 750 SQ. FT.\)](#)
- [As per Scope of Work Section #1.9 Floor Care Standards](#)
- [As per Scope of Work Section #1.8.2 \(G\) Annually](#)
- [As per Scope of Work Section #1.9 Floor Care Standards](#)
- [As per Scope of Work Section #1.9 Floor Care Standards](#)
- [Daily Porter - As per Scope of Work Section #1.8.2 Weekly \(M-F\)](#)
- [As per Scope of Work Section #1.9 Floor Care Standards](#)

Changed Items

- [As per Scope of Work Section #1.8.1 \(A\) Daily](#)
- [As per Scope of Work Section #1.8.1 \(A\) Daily](#)
- [As per Scope of Work Section #1.8.1 \(A\)](#)
- [As per Scope of Work Section #1.8.1 \(A\) Daily](#)
- [As per Scope of Work Section #1.8.1 \(A\) Daily](#)
- [As per Scope of Work Section #1.8.2 \(A\) Daily](#)
- [As per Scope of Work Section #1.8.1 \(B\) Weekly](#)
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- [As per Scope of Work Section #1.8.1 \(C\) Monthly](#)
- [As per Scope of Work Section #1.8.1 \(C\) Monthly](#)
- [As per Scope of Work Section #1.8.2 \(C\) Bi-Weekly](#)
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- [As per Scope of Work Section #1.8.1 \(D\) Quarterly](#)
- [As per Scope of Work Section #1.8.2 \(D\) Monthly](#)
- [As per Scope of Work Section #1.8.1 \(E\) Vacant Apartments \(approx 554 SQ. FT.\)](#)

Contractor Advertisements

[View All Ads](#)

There are no advertisements on this solicitation.

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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Question and Answers for Bid #CS-17-01 - Janitorial Services - Senior Center Rental Housing Facilities

Create New Question

Question Deadline: Oct 23, 2017 8:30:00 PM EDT

Overall Bid Questions

Question 1

- 1) What is the approximate square footage to be cleaned by location and floor?
- 2) Who is the current janitorial service providing cleaning services?
- 3) What is the current contract amount (\$) (Submitted: Oct 13, 2017 11:56:24 AM EDT)

Answer

[edit](#) 

- 1. Please see Attachment M: Location Drawings, plans have dimensions.
- 2. Safeguard Services
- 3. Senior Center-\$76,133 Annually...Pines Point-\$38,876 Annually...Pines Place-\$57,496. (Answered: Oct 30, 2017 2:18:21 PM EDT)

Add to Answer:

Question 2

- Who is the incumbent on this project?
- What was the contract price including all option years?
- Will there be a site map available? (Submitted: Oct 16, 2017 10:59:17 AM EDT)

Answer

[edit](#) 

- 1. Safeguard Services.
- 2. Senior Center-\$76,133 Annually...Pines Point-\$38,876 Annually...Pines Place-\$57,496.
- 3. Please see Attachment M: Location Drawings (Answered: Oct 30, 2017 2:18:21 PM EDT)

Add to Answer:

Question 3

[edit](#) 

- What is the surety bond limits needed for this bid?
- How many employees were used by the previous company at each of the mentioned facilities?
- How many hours did each employee spend cleaning the facilities mentioned?
- Does the county tax receipt needed to be submitted before placing a bid or is that information uploaded after bid is placed, and if so, how and where is it uploaded?
- If there was a miscalculation is bidding price, can it be corrected ? (Submitted: Oct 22, 2017 9:04:48 AM EDT)

Answer

- 1. Bond(S) not applicable for this bid.
- 2. Senior Center - four (4) Pines Point - one (1) Pines Place - three (3).
- 3. The Senior Center requires an 8 HR shift (7:00 A.M. to 4:00 P.M.) the other buildings did not have a time requirement.
- 4. The Tax Receipt must be upload via BidSync.



Please go to BidSync.com, email support@bidsync.com or call (800)990-9339 for support questions. (Answered: Oct 30, 2017 2:18:21 PM EDT)

Add to Answer:

Question 4

What are the bonding requirements for this project? (Submitted: Oct 23, 2017 2:30:47 PM EDT)

Answer

[edit](#) 

- 1. Bond(S) not applicable for this bid. (Answered: Oct 30, 2017 2:18:21 PM EDT)

Add to Answer:

Submit

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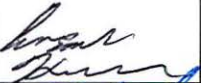

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PRE-BID ATTENDANCE SHEET

Date: Wednesday, October 18, 2017 at 11:00 am

Proposal/Bid #: IFB #CS-17-01 "Janitorial Services for Senior Center & Rental Housing Facilities"

Company Name	Address	Representative Name	E-Mail	Phone Number	Signature
Clean Business USA DBA: Corp Clean USA	7820 Peters Rd #E-105 Plantation, FL 33024	DAVID Winfield	DAVewinfield@corpcleanusa.com	954-709-2129	
First Choice Cleaning Contractors	1700 NW 2nd Av Boca Raton FL 33400	YOHAN Ortiz	aortiz@firstchoicecleaningcontractors.com	954-818-3200	
TRUPro Cleaning-Inc	3200 Summit Blvd, Unit 18022 West Palm Beach 33416	Kenia Brown	info@truprocleaning.com	561-616-0935	
Admire Cleaning Corp	7000 SW 16 St. Pembroke P. 33023	MAX Hdez	admire@admirecleaningcorp.com	954-214-6037	
OpenWorks	7025 NW 12th St Doral, FL 33126	Nicholas Mohammadpour	nicholas.mohammadpour@openworks.com	954-260-8560	
Bonus Building Care	1201 W. Hallendale Pembroke Park	MARIA ALMONTE	maria.almonte@bonus.com	954-681-2287	
SAE Services, Inc.	2141 S.W. 3 Street #110 Miami	Ysabel Llanos	YsabelLlanos@gmail.com	786-2862042	
Hospitality Staffing Solutions	2740 EAST OAKLAND PARK BLVD Suite 100 Ft. Lauderdale FL 33306	Rudy Cancinos	rcancinos@hssstaffing.com	954-400-8503	
National Cleaning Contractors USA Inc	1442 SW 38th Ave Miami, FL 33175	Rangel Paredes	nrangel@nccusa.com	(305) 263-9265	
A1 Extreme Cleaning LLC	692 Oristo Dr Davensport, FL 33897	Angelita Harrison	a1extremecleaningservices@gmail.com	(407) 506-9935 (863) 353-6564	
Image Janitorial Services, Inc	814 14th ST Lake Park, FL 33403	Paul Saavedra	psaavedra@imagecompanies.com	561-844-8778	
Delta Property Maintenance	5865 SW 23rd Street West Park FL 33023	JESSE Silvestre	delta1clean@gmail.com	305-975-6303	

PRE-BID ATTENDANCE SHEET

Date: Wednesday, October 18, 2017 at 11:00 am

Proposal/Bid #: IFB #CS-17-01 "Janitorial Services for Senior Center & Rental Housing Facilities"

Company Name	Address	Representative Name	E-Mail	Phone Number	Signature
Compass of Miami Services Inc	15075 SW 137 Street Unit 2 Miami, FL 33196	M. Ehael Aleman	michael@compassofmiami.com	305-318-7619	
CHIDA CORPORATION	2750 W Oakland Park BLVD Suite B Oakland Park FL 33311	Georges Idani	IDANI@CHIDA CORPORATION.COM	954 777 5173	
ABC INT'L CLEANING	18439 PINES BLVD Pembroke Pines FL 33029	Peter Kydis	peter@abcbestcleaning.com	954 965-7200	
Janiking/SEMINOLE	11000 Hollywood Blvd Hollywood, FL	Jon Roper TAVIA LEE	JROPER@JANIKING.COM	954-655-7659	
SARGUARD SERVICES	911 POINCIANA DRIVE Pembroke Pines FL 33025	LOIS VARGAS	www.SARGUARDSERVICES.COM	954 963 4900	
JOLIVE Enterprises LLC	1505 NE Country Club Rd Aventura FL	Julio Oliva	JROliva@JOLIVETRUCKING.COM	908 872 6342	
CAPITAL CONTRACTORS	2420 N. UNIVERSITY DR CORAL SPRINGS, FL 33065	JASON FITZPATRICK	JFITZPATRICK@CAPITALCONTRACTORS.COM	954-558-0599	
Omega Maintenance	41013 N University Dr. 421 Coral Springs, FL 33067	Craig Coote	Dotty.chen@gmail.com Omega.CraigC@gmail.com	754-366-9588 352-708-3316	
Begonia Gold Maintenance and Cleaning	2700 NW 44th St Oakland Park, FL 33309	Begonia Moreno Valdez	Gold Maintenance and cleaning	(954) 494-3397	
Evergreen Cleaning Svc.	5430 Flagler St. Hollywood, FL 33021	Octavia Mills	Evergreencleaning Service@hotmail.com	954-559 6385	
P.C.S Professional Cleaning Service	5800 S. Sable Cir Margate FL 33063	Madid Pedraza	info@neatcleanseviceusa.com	954 297 5142	

PRE-BID ATTENDANCE SHEET

Date: Wednesday, October 18, 2017 at 11:00 am

Proposal/Bid #: IFB #CS-17-01 "Janitorial Services for Senior Center & Rental Housing Facilities"

[illegible]

JOliva Enterprises LLC

Bid Contact **Julio Oliva**
jroliva@jolivatrucking.com
Ph 908-872-6342
Fax 800-895-5660

Address **65 N Gaston Avenue**
Somerville, NJ 08876

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
CS-17-01--01-01	Pines Place Housing 8103: As per Scope of Work Section #1.8.1 (A) Daily	Supplier Product Code:	First Offer - \$54.24	365 / day	\$19,797.60	Y Y
CS-17-01--01-02	Pines Place Housing 8103: As per Scope of Work Section #1.8.1 (B) Weekly	Supplier Product Code:	First Offer - \$72.58	52 / week	\$3,774.16	Y
CS-17-01--01-03	Pines Place Housing 8103: As per Scope of Work Section #1.8.1 (C) Monthly	Supplier Product Code:	First Offer - \$73.01	12 / month	\$876.12	Y
CS-17-01--01-04	Pines Place Housing 8103: As per Scope of Work Section #1.8.1 (D) Quarterly	Supplier Product Code:	First Offer - \$330.73	4 / month	\$1,322.92	Y
CS-17-01--01-05	Pines Place Housing 8103: As per Scope of Work Section #1.8.1 (E) Vacant Apartments (approx 525 SQ. FT.)	Supplier Product Code:	First Offer - \$160.92	1 / job	\$160.92	Y
CS-17-01--01-06	Pines Place Housing 8103: As per Scope of Work Section #1.8.1 (E) Vacant Apartments (approx 750 SQ. FT.)	Supplier Product Code:	First Offer - \$215.47	1 / job	\$215.47	Y
CS-17-01--01-07	Pines Place	Supplier	First Offer - \$0.50	1 / square foot	\$0.50	Y

Housing 8103: **Product**
 As per Scope of **Code:**
 Work Section
 #1.9 Floor Care
 Standards

Lot Total \$26,147.69

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
CS-17-01--02-01	Pines Place Housing 8203: As per Scope of Work Section #1.8.1 (A) Daily	Supplier Product Code:	First Offer - \$54.24	365 / day	\$19,797.60	Y
CS-17-01--02-02	Pines Place Housing 8203: As per Scope of Work Section #1.8.1 (B) Weekly	Supplier Product Code:	First Offer - \$72.58	52 / week	\$3,774.16	Y
CS-17-01--02-03	Pines Place Housing 8203: As per Scope of Work Section #1.8.1 (C) Monthly	Supplier Product Code:	First Offer - \$73.01	12 / month	\$876.12	Y
CS-17-01--02-04	Pines Place Housing 8203: As per Scope of Work Section #1.8.1 (D) Quarterly	Supplier Product Code:	First Offer - \$330.73	4 / month	\$1,322.92	Y
CS-17-01--02-05	Pines Place Housing 8203: As per Scope of Work Section #1.8.1 (E) Vacant Apartments (approx 525 SQ. FT.)	Supplier Product Code:	First Offer - \$160.92	1 / job	\$160.92	Y
CS-17-01--02-06	Pines Place Housing 8203: As per Scope of Work Section #1.8.1 (E) Vacant Apartments (approx 750 SQ. FT.)	Supplier Product Code:	First Offer - \$215.47	1 / job	\$215.47	Y
CS-17-01--02-07	Pines Place Housing 8203: As per Scope of	Supplier Product Code:	First Offer - \$0.50	1 / square foot	\$0.50	Y

Work Section #1.9 Floor Care Standards						
Lot Total					\$26,147.69	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
CS-17-01--03-01	Pines Place Housing 8210: As per Scope of Work Section #1.8.1 (A) Daily	Supplier Product Code:	First Offer - \$54.24	365 / day	\$19,797.60	Y
CS-17-01--03-02	Pines Place Housing 8210: As per Scope of Work Section #1.8.1 (B) Weekly	Supplier Product Code:	First Offer - \$72.58	52 / week	\$3,774.16	Y
CS-17-01--03-03	Pines Place Housing 8210: As per Scope of Work Section #1.8.1 (C) Monthly	Supplier Product Code:	First Offer - \$73.01	12 / month	\$876.12	Y
CS-17-01--03-04	Pines Place Housing 8210: As per Scope of Work Section #1.8.1 (D) Quarterly	Supplier Product Code:	First Offer - \$330.73	4 / month	\$1,322.92	Y
CS-17-01--03-05	Pines Place Housing 8210: As per Scope of Work Section #1.8.1 (E) Vacant Apartments (approx 525 SQ. FT.)	Supplier Product Code:	First Offer - \$160.92	1 / job	\$160.92	Y
CS-17-01--03-06	Pines Place Housing 8210: As per Scope of Work Section #1.8.1 (E) Vacant Apartments (approx 750 SQ. FT.)	Supplier Product Code:	First Offer - \$215.47	1 / job	\$215.47	Y
CS-17-01--03-07	Pines Place Housing 8210: As per Scope of Work Section #1.9 Floor Care	Supplier Product Code:	First Offer - \$0.50	1 / square foot	\$0.50	Y

Standards						
				Lot Total	\$26,147.69	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
CS-17-01--04-01	Carl Schechter Southwest Focal Point Community Centers 301: As per Scope of Work Section #1.8.2 (A) Daily	Supplier Product Code:	First Offer - \$143.39	365 / day	\$52,337.35	Y
CS-17-01--04-02	Carl Schechter Southwest Focal Point Community Centers 301: As per Scope of Work Section #1.8.2 (B) Weekly	Supplier Product Code:	First Offer - \$79.19	52 / week	\$4,117.88	Y
CS-17-01--04-03	Carl Schechter Southwest Focal Point Community Centers 301: As per Scope of Work Section #1.8.2 (C) Bi-Weekly	Supplier Product Code:	First Offer - \$84.08	26 / week	\$2,186.08	Y
CS-17-01--04-04	Carl Schechter Southwest Focal Point Community Centers 301: As per Scope of Work Section #1.8.2 (D) Monthly	Supplier Product Code:	First Offer - \$495.06	12 / month	\$5,940.72	Y
CS-17-01--04-05	Carl Schechter Southwest Focal Point Community	Supplier Product Code:	First Offer - \$158.49	4 / month	\$633.96	Y

Centers 301: As per Scope of Work Section #1.8.2 (E) Quarterly						
CS-17-01--04-06	Carl Schechter Southwest Focal Point Community Centers 301: As per Scope of Work Section #1.8.2 (F) Semi - Annually	Supplier Product Code:	First Offer - \$791.95	2 / year	\$1,583.90	Y
CS-17-01--04-07	Carl Schechter Southwest Focal Point Community Centers 301: As per Scope of Work Section #1.8.2 (G) Annually	Supplier Product Code:	First Offer - \$1,186.92	1 / year	\$1,186.92	Y
CS-17-01--04-08	Carl Schechter Southwest Focal Point Community Centers 301: Daily Porter - As per Scope of Work Section #1.8.2 Weekly (M-F)	Supplier Product Code:	First Offer - \$700.89	52 / week	\$36,446.28	Y
CS-17-01--04-09	Carl Schechter Southwest Focal Point Community Centers 301: As per Scope of Work Section #1.9 Floor Care Standards	Supplier Product Code:	First Offer - \$0.50	1 / square foot	\$0.50	Y

Lot Total \$104,433.59

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
CS-17-01--05-01	Pines Point Housing 401: As per Scope of Work Section #1.8.1 (A)	Supplier Product Code:	First Offer - \$34.71	365 / day	\$12,669.15	Y
CS-17-01--05-02	Pines Point Housing 401: As per Scope of Work Section #1.8.1 (B) Weekly	Supplier Product Code:	First Offer - \$51.66	52 / week	\$2,686.32	Y
CS-17-01--05-03	Pines Point Housing 401: As per Scope of Work Section #1.8.1 (C) Monthly	Supplier Product Code:	First Offer - \$36.18	12 / month	\$434.16	Y
CS-17-01--05-04	Pines Point Housing 401: As per Scope of Work Section #1.8.1 (D) Quarterly	Supplier Product Code:	First Offer - \$100.21	4 / month	\$400.84	Y
CS-17-01--05-05	Pines Point Housing 401: As per Scope of Work Section #1.8.1 (E) Vacant Apartments (approx 554 SQ. FT.)	Supplier Product Code:	First Offer - \$165.39	1 / job	\$165.39	Y
CS-17-01--05-06	Pines Point Housing 401: As per Scope of Work Section #1.8.1 (E) Vacant Apartments (approx 580 SQ. FT.)	Supplier Product Code:	First Offer - \$187.11	1 / job	\$187.11	Y
CS-17-01--05-07	Pines Point Housing 401: As per Scope of Work Section #1.8.1 (E) Vacant Apartments (approx 750 SQ.	Supplier Product Code:	First Offer - \$215.47	1 / job	\$215.47	Y

FT.)						
CS-17-01--05-08	Pines Point Housing 401: As per Scope of Work Section #1.9 Floor Care Standards	Supplier Product Code:	First Offer - \$0.50	1 / square foot	\$0.50	Y
Lot Total					\$16,758.94	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
CS-17-01--06-01	Pines Point Housing 501: As per Scope of Work Section #1.8.1 (A) Daily "Management Office Only"	Supplier Product Code:	First Offer - \$19.07	365 / day	\$6,960.55	Y
CS-17-01--06-02	Pines Point Housing 501: As per Scope of Work Section #1.8.1 (B) Weekly "Management Office Only"	Supplier Product Code:	First Offer - \$67.35	52 / week	\$3,502.20	Y
CS-17-01--06-03	Pines Point Housing 501: As per Scope of Work Section #1.8.1 (C) Monthly "Management Office Only"	Supplier Product Code:	First Offer - \$20.49	12 / month	\$245.88	Y
CS-17-01--06-04	Pines Point Housing 501: As per Scope of Work Section #1.8.1 (D) Quarterly "Management Office Only"	Supplier Product Code:	First Offer - \$100.21	4 / month	\$400.84	Y
CS-17-01--06-05	Pines Point Housing 501: As per Scope of Work Sec #1.9 Floor Care Standards "MGMT Office Only"	Supplier Product Code:	First Offer - \$0.50	1 / square foot	\$0.50	Y
Lot Total					\$11,109.97	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs

CS-17-01--07-01	Pines Point Housing 601: As per Scope of Work Section #1.8.1 (A) Daily	Supplier Product Code:	First Offer - \$34.71	365 / day	\$12,669.15	Y
CS-17-01--07-02	Pines Point Housing 601: As per Scope of Work Section #1.8.1 (B) Weekly	Supplier Product Code:	First Offer - \$51.66	52 / week	\$2,686.32	Y
CS-17-01--07-03	Pines Point Housing 601: As per Scope of Work Section #1.8.1 (C) Monthly	Supplier Product Code:	First Offer - \$36.18	12 / month	\$434.16	Y
CS-17-01--07-04	Pines Point Housing 601: As per Scope of Work Section #1.8.1 (D) Quarterly	Supplier Product Code:	First Offer - \$100.21	4 / month	\$400.84	Y
CS-17-01--07-05	Pines Point Housing 601: As per Scope of Work Section #1.8.1 (E) Vacant Apartments (approx 554 SQ. FT.)	Supplier Product Code:	First Offer - \$165.39	1 / job	\$165.39	Y
CS-17-01--07-06	Pines Point Housing 601: As per Scope of Work Section #1.8.1 (E) Vacant Apartments (approx 580 SQ. FT.)	Supplier Product Code:	First Offer - \$187.11	1 / job	\$187.11	Y
CS-17-01--07-07	Pines Point Housing 601: As per Scope of Work Section #1.8.1 (E) Vacant Apartments (approx 750 SQ. FT.)	Supplier Product Code:	First Offer - \$215.47	1 / job	\$215.47	Y
CS-17-01--07-08	Pines Point Housing 601: As per Scope of Work Section #1.9 Floor Care Standards	Supplier Product Code:	First Offer - \$0.50	1 / job	\$0.50	Y
Lot Total					\$16,758.94	
Supplier Total					\$227,504.51	

JOliva Enterprises LLC

Item: **Pines Place Housing 8103:As per Scope of Work Section #1.8.1 (A) Daily**

Attachments

JOlivaProposal_CS1701.pdf

PROPOSAL INFORMATION:

Response to RFP: CS-17-01 Janitorial services for Pembroke Pines Senior Housing

Date: November 7, 2017

Contact: Julio R Oliva
Vice President of Operations
908-872-6342
jroliva@jolivatrucking.com

SUBMITTED TO:

**Pembroke Pines
Purchasing Division**
13975 Pembroke Road
Pembroke Pines, Florida 33026
(954) 704-1259

SUBMITTED BY:

**J Oliva Trucking LLC DBA
J Oliva Enterprises, LLC**
65 N Gaston Ave
Somerville, NJ 08876
Office: 908-300-8483
Fax: 800- 895-5660



**8(a) Business Development Program
Small Disadvantaged Business**



**DUNS Number: 828709589
CAGE Code: 58LH0**

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quote as a result of, or in connection with, the submission of these data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets marked with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

TABLE OF CONTENTS

Letter of Interest	1
Experience and Ability	3
Executive Summary	3
Organizational Chart.....	3
Corporate Leadership	4
Contractor On-Site Staffing Plan.....	4
Manpower Shortage Coverage	5
Previous Experience	5
Proposer's Approach to Work	8
Understanding.....	8
Contractor Quality Control Plan.....	8
Tracking Accountability and documenting our Process	8
Inspections.....	9
Process Improvement.....	9
JOliva Training Program.....	9
Chemical, materials, equipment and machinery	10
Provision of Consumable Supplies	11
Project Cost	11
Other Completed Documents	12
Professional Registration Certificates	15

LETTER OF INTEREST

November 14, 2017

Pembroke Pines
Purchasing Division
13975 Pembroke Road
Pembroke Pines, Florida 33026

To those it may concern,

Thank you for the opportunity to provide you with a quote proposal for solicitation CS-17-01, Janitorial Services for Senior Housing.

JOLIVA Enterprises has been providing janitorial solutions for the past 10 years. At JOLIVA Enterprises LLC, our number one goal is our customers' satisfaction. This includes not only their satisfaction with the quality construction/service, timeliness and cost effectiveness of our services, but with the entire process as well. By properly aligning ourselves with your needs, gaining the deep understanding of your staff's expectations, and integrating environmentally friendly cleaning with proven techniques, we are confident that we will improve your facility's beauty.

JOLIVA Enterprises cleaning service with provide:

- Enhancements to your facility's image.
- Create a clean, healthy work environment for your staff and students.
- Help you optimize your facility maintenance planning with regularly scheduled floor care.
- Contract Transparency; we are happy to involve you, our client, when scheduling large tasks, make product changes, address deficits with cleaning services, identify potential risks or recommend maintenance solutions.

You'll find that we take our responsibilities to you seriously. From our corporate offices to local managers and service workers at your facility, JOLIVA's employees will have the same goals as you do. Our Corporate office managers, project managers and QC managers are available 5 days a week from 9-5. We'll stay on top of your needs through technologically advanced communication, tracking, reporting and data analysis. We operate with a lean organizational structure that has allowed our staff to diversely train for multiple roles in the company. JOLIVA projected workload is expected to increase yearly by 10%. We invite you to review the highlights of how we will put JOLIVA Enterprises expertise to work for you.

Our Key Staff are experienced professionals with over 15 years of cumulative management experience. An overview of their responsibilities is included below, and will be expounded upon further within the proposal.

- Regional PM- Shahar Maymon: Mr. Maymon is a recent addition to our staff as we expand into the Southern region of Florida. His responsibilities will include being available daily to speak about the project management, scheduling periodic tasks, performing inspections, training, and acting as a local point of contact for our client.
- Vice President of Operations - Julio R Oliva: Mr. Oliva will provide senior oversight with this contract, making regular visits to confer with Mr. Maymon and to aid in the management of this contract.
- Office Manager – Michelle Stahl: Mrs. Stahl will support the contract with employment assistance, training materials, and billing and general administration services.

JOLIVA has performed many similar contracts in scope and size. We have Janitorial contracts primarily in the Tri-state area, with our major contracts being performed at Joint Base Maguire Dix Lakehurst,

and Fort Hamilton. Further details are provided within the proposal, along with a master list of our janitorial contracts for your convenience.

Annual Revenue	Staff Breakdown	Capabilities (NAICS Code)
2013 - \$899,806 2014 - \$4,513,131 2015 - \$7,205,754 2016 - \$7,850,688	Executive Staff: 5 Managers: 4 Employees: 20 Temp. Employees: variable	561210-Facilities Support Services 561720-Janitorial Services 561730-Landscaping Services 562111-Solid Waste Collection 562112-Hazardous Waste Collection 562119-Other Waste Collection 484220-Specialized Freight Trucking, Local 484230-Specialized Freight Trucking, Long Distance 236210-Industrial Building Construction 237990-Other Heavy and Civil Eng. Construction 238320-Site Preparation Contractors 237310-Highway, Street and Bridge Construction
Current Contracts	Certifications	
Janitorial - 10 Refuse Services - 6 Landscaping - 13 Construction – 6 Other – 2	SBA 8(a) NJSBE NJUCP DBE NYCMBE PA/NJ/NYMBE USACE Construction Management for Contractors	

Using our knowledge and expertise, we have thoroughly evaluated the terms in the Statement of Work, and are confident that we can provide excellent janitorial services for the City of Pembroke Pines. Our offer will be valid for 90 days from today's date.

We want to thank you again for your consideration. If you have any questions at all, please do not hesitate to contact me directly.

Sincerely,

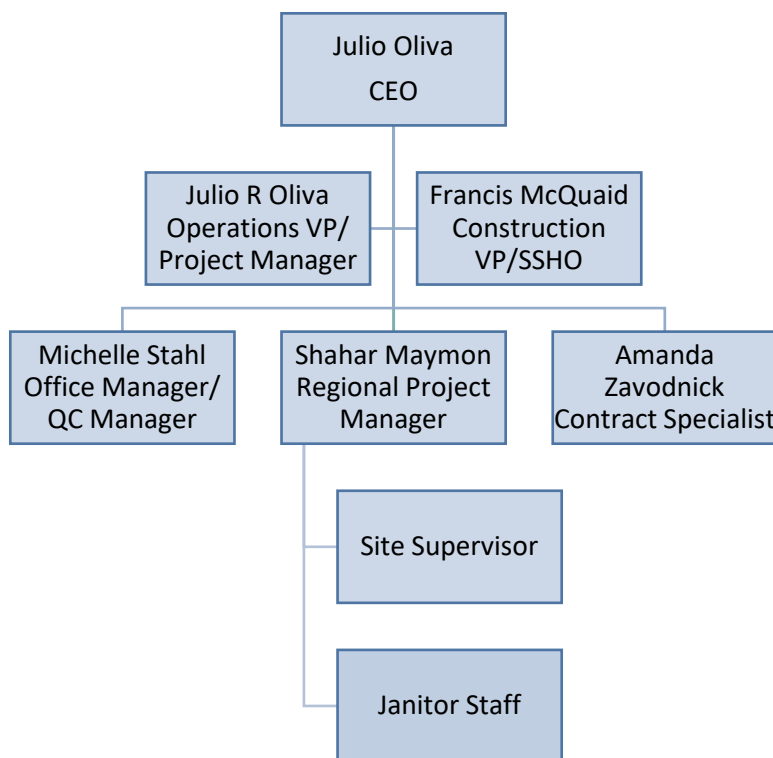
Julio Oliva
CEO
J Oliva Trucking LLC dba J Oliva Enterprises LLC
65 N Gaston Ave
Somerville, NJ 08876

EXPERIENCE AND ABILITY

EXECUTIVE SUMMARY

JOliva Trucking was established in 2002 by Julio Oliva as a trucking company working in central NJ supporting heavy civil construction projects for different public & private authorities. As our business grew, Mr. Oliva recognized the value in exploring other avenues of services, investing in the necessary training and tools to provide an expansive menu of facility maintenance solutions. In 2006, Mr. Oliva brought his son, Julio R. Oliva on board to perform oversight on day-to-day operations and contract management. In 2009, JOliva Trucking was certified as an 8(a) contractor by the Small Business Association, and the award of our first million-dollar contract was given for debris disposal in 2010. Our 8(a) certification, and Mr. Oliva's close involvement with his local SBA group and the Morris County Hispanic-American Chamber of Commerce, demonstrates our commitment to not only our business, but also helping other small, disadvantaged businesses grow. Since 2014, JOliva has been awarded 11 federally funded janitorial contracts, totaling over 8 million dollars and providing employment for over 30 people. In 2015 Mr. Oliva received an award for Emerging Leaders, a workshop led by Dominick Belfiore of the SBA. In 2016 JOliva expanded its offices to include a location in Aventura Florida. With our growth over the last 15 years, we now operate under JOliva Enterprises.

ORGANIZATIONAL CHART



Contact Information

Corporate Office

**JOliva Trucking LLC dba
JOliva Enterprises LLC**
65 N Gaston Ave
Somerville, NJ 08835
908-300-8483

Florida Regional Office

**JOliva Trucking LLC dba
JOliva Enterprises LLC**
20515 E Country Club Dr.
#1449 Aventura FL 33180
908-872-6342

VP of Operations

Julio R Oliva
908-872-6342

Regional PM

Shahar Maymon
786-493-1133

CORPORATE LEADERSHIP

In addition to our on-site staff, JOLIVA's corporate team will provide on-going assistance for the Senior Housing locations. Our corporate team's involvement starts at the pre-bid meeting, and continues through the start-up and transition period, and then will deliver ongoing support for the location. We will provide:

- Leadership
- Technical Support
- Human Resources
- Other specialized Support

The following group of experienced leaders will play an important role in the transition:

REGIONAL PROJECT MANAGER – Shahar Maymon is available daily, to confer with you on the success of the facility services functions and ensure that the service meets your objectives and timetable. Mr. Maymon makes regular Quality Control inspections and conducts meetings to train and update our on-site staff. JOLIVA management offers state-of-the-art service options, and helps you devise long-and short-term goals based on collective experience.

VICE PRESIDENT OF OPERATIONS – Julio Oliva provides overall planning, direction, training and control to our customers within the US. His actions support client satisfaction and growth for our facility services in the region. Julio will play an important role in the transition to JOLIVA Enterprises and will visit your facility regularly to provide support. Our goal is to respond to your needs quickly and effectively. In addition to reporting to contract management, your Regional Project Manager will report to him. He has the overall responsibility to see that the objectives of the city of Pembroke Pines are met. Julio has the responsibility of ensuring that the appropriate JOLIVA resources are applied to provide you with the highest-quality, most cost-effective service possible.

HUMAN RESOURCES/OFFICE MANAGER – Michelle Stahl supports the on-site staff by providing ongoing training programs, labor planning, and recruitment services.

CONTRACT SPECIALIST – Amanda is involved in administering Quality Control documentation, administration services and management development. Other responsibilities include affirmative action plans, measuring and monitoring performance, OSHA and EEO compliance.

CONTRACTOR ON-SITE STAFFING PLAN

For this contract, JOLIVA intends to have a total of 8 janitors; which is 2 full time janitors at Pines Place housing, Pines Point will have 1 full time and 1 part time

janitors, and the Senior Center will have 3 part time employees and 1 full time porter.

MANPOWER SHORTAGE COVERAGE

In the event that an employee calls out, quits, or is fired, JOliva will provide a temporary replacement custodian who has completed all of the security requirements to perform his/her job at the Senior Housing locations. We will proactively have a pool of reserve staff that can be activated on an as-needed basis.

PREVIOUS EXPERIENCE

J Oliva has successfully performed multiple relevant and recent Government janitorial contracts for a wide range of customers to include the U.S. Army Corps of Engineers, U.S. Army Contracting Command, and the U.S. Department of Homeland Security. Our breadth, depth, and level of experience uniquely qualifies us to successfully complete all of the requirements under this contract. Our previous experience includes complex high visibility facilities to include medical facilities.

Janitorial Services for USAF Expeditionary Center, Joint Base McGuire-Dix in Lakehurst, New Jersey		
Contract Information	FA4484-17-P-0004	Prime Contractor
Contracting Entity	US Air Force	
Contract Value	\$2,297,569.64	1 base year, 4 extension years
Contract Period	10/01/2016 – 09/30/2021	
POC	Jeremy Botkin P: 609-754-5961 E: jeremy.botkin@us.af.mil	
Approximate Sq. Ft.	108,528	
Employee Count	6 (5 janitors + 1 supervisor)	
Days Serviced	5 days a week	
Scope of work	3 buildings in JB MDL. Service Areas consist of classrooms, living quarters, laundry rooms, restrooms and a medical facility which are cleaned at the highest standard to ensure all surfaces are free from debris, dust, and all other foreign matter.	
Janitorial Services for MEPS/AMMED/Garrison at USAG Fort Hamilton, Brooklyn, New York		
Contract Information	W15QKN-15-C-1079	Prime Contractor
Contracting Entity	US Army	
Contract Value	\$3,314,485.22	1 base year, 4 extension years
Contract Period	9/01/2015 – 08/31/2020	
POC	Carolyn Pilagonia P: 718-630-4147 E: Carolyn.pilagonia@us.army.mil	
Approximate Sq. Ft.	57,000	
Employee Count	2 (1 janitor + 1 supervisor)	
Days Serviced	5 days a week	

Scope of work	An established and busy site, we have 2 janitors in place here with over 20 years combined experience. Areas serviced are high ranking offices, medical clinic, and barracks areas with attention to detail on a very demanding scope of work. Offices, bathrooms and common areas are kept clean, trash and refuse is removed and a rigorous schedule is in place to keep the tile and carpets floors shining and spotless.	
Medical Custodial Services for Joint Base McGuire-Dix in Lakehurst, New Jersey		
Contract Information	FA4484-15-C-0016	Prime Contractor
Contracting Entity	US Air Force	
Contract Value	\$1,427,082.10	6-month base period, 1 option year
Contract Period	04/01/2015 – 09/30/2016	
POC	Nakeisha Maroney P: 609-754-5917 E: nakeisha.maroney@us.af.mil	
Approximate Sq. Ft.	325,140	
Employee Count	15 (13 janitors + 2 supervisors)	
Days Serviced	5 days a week	
Scope of work	Services performed at 87th Medical Group at Joint Base McGuire-Dix-Lakehurst. All areas are cleaned to the professional standards of the Accreditation Association for Ambulatory Health Care(AAAHC) and American Hospital Association Standards (AHAS). Designated clinical areas require the removal of all dirt of any kind, including, bacteria and viruses in accordance with Association for Professionals in Infection Control and Epidemiology(APIC) specifications and standards for low level disinfection.	
Janitorial Services for Caven Point Marine Terminal in Jersey City, New Jersey		
Contract Information	W912DS-14-P-0034	Prime Contractor
Contracting Entity	US Army Corps of Engineers	
Contract Value	\$178,444.43 1 base year, 4 extension years	
Contract Period	10/01/2014 – 09/30/2019	
POC	Ronald Rhea P: 201-309-2359 E: Ronald.rhea@usace.army.mil	
Approximate Sq. Ft.	20,000	
Employee Count	3 janitors	
Days Serviced	2 days a week	
Scope of work	JOLiva has serviced this site before, during and now after the completion of building a new facility, so we have adapted as they transition, move and replace temporary office and storage trailers. The new facility is state of the art and is a showpiece and training facility for the NY district Army Corps of Engineers.	

A full list of all past and current contracts follow below.

JOLIVA's Past Performance for Janitorial Contracts

Janitorial Services for MEPS/AMMED/Garrison at USAG Fort Hamilton, Brooklyn, New York Contract #: W15QKN-15-C-1079 Contract Value: \$3,314,485.22 Contract Period: 9/01/2015 – 08/31/2020 Prime Contractor POC: Carolyn Pilagonia P: 718-630-4147 E: Carolyn.pilagonia@us.army.mil	Janitorial Services for USAF Expeditionary Center, Joint Base McGuire-Dix in Lakehurst, New Jersey Contract #: FA4484-17-P-0004 Contract Value: \$2,297,569.64 Contract Period: 10/01/2016 – 09/30/2021 Prime Contractor POC: Jeremy Botkin P: 609-754-5961 E: jeremy.botkin@us.af.mil
Medical Custodial Services for Joint Base McGuire-Dix in Lakehurst, New Jersey Contract #: FA4484-15-C-0016 Contract Value: \$1,427,082.10 Contract Period: 04/01/2015 – 09/30/2016 Prime Contractor POC: Nakeisha Maroney P: 609-754-5917 E: nakeisha.maroney@us.af.mil	Facilities Maintenance for CAMB CAMOC and Marine Units Locations for Puerto Rico and St. Thomas Contract #: HSBP1014-P-00562 Contract Value: \$673,744.56 Contract Period: 09/01/2015 -08/31/2019 Prime Contractor POC: Michael Hall P: 202-344-3529 E: michael.a.hall@dhs.gov
Janitorial Services for MG William Weigel USARC Edison, New Jersey Contract #: W15QKN-14-C-1027 Contract Value: \$182,353.69 Contract Period: 09/26/2014 – 09/25/2019 Prime Contractor POC: Joseph H. Price P: 609-209-8013 E: Joseph.h.price10.civ@mail.mil	Janitorial Services for Caven Point Marine Terminal in Jersey City, New Jersey Contract #: W912DS-14-P-0034 Contract Value: \$113,972.64 Contract Period: 10/01/2014 – 09/30/2019 Prime Contractor POC: Ronald Rhea P: 201-309-2359 E: Ronald.rhea@usace.army.mil
Janitorial Services for MG William S. Stryker USARC in Trenton, New Jersey Contract #: W15QKN-14-P-1375 Contract Value: \$91,463.22 Contract Period: 09/17/2014 – 03/16/2019 Prime Contractor POC: Joseph Price P: 609-209-8013 E: Joseph.h.price10.civ@mail.mil	Janitorial Services for DHS ICE Temporary Facility in Burlington, New Jersey Contract #: HSCMR-15-P-00016 Contract Value: \$28,899.06 Contract Period: 09/17/2015 – 8/16/2017 Prime Contractor POC: Garry Branch P: 202-732-4311 E: garry.l.branch@ice.dhs.gov
Janitorial Services for Urban Post Disaster Housing Complex in Brooklyn, New York Contract #: W912-DA-15-P-0004 Contract Value: \$21,192.02 Prime Contractor Contract Period: 12/12/2014 – 01/24/2016 POC: Ajmal Niaz P: 917-790-8330 E: Ajmal.niaz@usace.army.mil	Janitorial Services for Bradley Intl Airport, Bradley CT Contract #: HSTS01-17-C-CKP092 Contract Value: \$214,280.28 Contract Period: 11/1/2017-9/18/2021 Prime Contractor POC: Evelyn Tyndell P: 571-227-1539 E: Evelyn.Tyndell@tsa.dhs.gov
Custodial Services at the US Embassy Guatemala Contract #: SGT50017D0004 Contract Value: \$893,397.74	Janitorial Services at Willow Grove USARC, Horsham PA Contract #: W15QKN-17-P-1111 Contract Value: \$110,822.49 Contract Period: 8/15/2017 – 8/14/2022

Prime Contractor Contract Period: 11/1/2017-10/31/22 POC: Aaron Truax P: 502-2326-4000 E: TruaxAC@state.gov	Prime Contractor POC: James Dunstan P: 215-442-8033 E: james.c.dunstan.civ@mail.mil
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PROPOSER'S APPROACH TO WORK

UNDERSTANDING

We are pledging to an investment of people to ensure a smooth transition. Upon award of the contract, our team will immediately begin the process to provide qualified personnel to your facility.

Our Employee Selection Process follows the standard techniques listed below:

- Extend an offer to all current employees who have a minimum rating of 'meets expectations' and are able to pass all pre-employment screenings.
- Place online advertisements for the position with a well-defined job description.
- Interview well-qualified candidates.
- Proceed with background checks, drug screening and professional reference checks.
- Mandatory 2 weeks for on and off job training with an emphasis on safety and performance.
- Encourage growth with further specialized training opportunities.

CONTRACTOR QUALITY CONTROL PLAN

The assurance of quality is fundamental for all work undertaken by JOliva. It will always be our objective to achieve the highest degree of quality in its products and services commensurate with requirements as defined and agreed our client's specification. To ensure continuity of performance, JOliva Enterprises has established and maintains an effective Quality Assurance Program.

Our Quality Assurance Program allows our management and employees to communicate and identify important risks, schedule changes and unforeseen circumstances before they take place. Audits of the janitor's weekly checklists, inventory and equipment are performed as necessary to ensure that all aspects of the job are not left to guesswork.

TRACKING ACCOUNTABILITY AND DOCUMENTING OUR PROCESS

As part of our Quality Assurance Program, each location will receive its own Task Checklist. The Task Checklist is a chart illustrating which tasks will be performed daily, weekly, monthly, semi-annually and annually. In addition to this, special requests can be added to this calendar allowing both your contact on site and our janitors to know what tasks they need to perform, where they should be at all times

and provides greater transparency into our operations. It is also used by management to ensure that work outlined in the contract is being completed in a timely manner. A copy of the Task Checklist is kept in the onsite management office at all times.

All Task Checklist clearly define who is responsible for the work and are checked off as each task is completed, then initialed that the janitor completed the work satisfactorily. All special and emergency cleaning requests are time stamped, and automatic escalations are triggered by that time, notifying management. At this point, service delivery is measured, quantified, and analyzed by JOLIVA management and if requested, the customer. Best practices can be identified and disseminated, producing significant improvements in customer satisfaction. Supervisory personnel can follow up with service workers on issues and requests to make certain all work is completed to our high standards. Any problems that emerge from this follow up are immediately corrected and the communication loop is then closed—but only when our customers are absolutely satisfied.

INSPECTIONS

The facilities are randomly inspected by our Regional PM on a regular schedule, and the data is entered into our database for review by senior management. Customized quality control inspection reports, showing results and trends, are available on an Excel spreadsheet. From this information, our managers can determine what actions are necessary to maintain contract compliance, continuous improvement and ultimately, customer satisfaction.

PROCESS IMPROVEMENT

JOLIVA strives to optimize our processes to achieve more efficient results through planning, standardization, employee engagement and other means. We continuously look to identify areas of opportunity and target any problem areas, formulate a detailed strategy, and promptly execute the solution. When we engage in a proactive processes improvement strategy, we can build upon our foundation of best practices, procedures and processes so you receive the best service.

JOLIVA TRAINING PROGRAM

We are committed to providing employees that will perform their jobs with minimum issues or reliance on constant managerial oversight. To successfully do this, our new-hire orientation covers all of the basics of the job. Our in-office training will be a mixture of online or video training and live discussions with question and answer sessions. Afterwards, our new employee will spend a week or more with a supervisor onsite, with hands on training. Once the training is completed, the employee is given a verbal exam and their work is inspected for quality before being cleared to work alone.

IN OFFICE TRAINING PROGRAM	ON SITE TRAINING PROGRAM
<ul style="list-style-type: none"> ▪ Orientation to JOLiva Enterprises and the facility that they will be cleaning ▪ Rules and Regulations ▪ JOLiva Policies and Procedures ▪ Drug-Free Workplace Policy ▪ OSHA Compliance and Safety Training ▪ Uniform Distribution 	<ul style="list-style-type: none"> ▪ Explanation of Individual Job Duties ▪ Proper Use of Tools and Equipment ▪ Chemical dilution control and MSDS ▪ Waste Disposal ▪ Site Security Rules ▪ Common Area Cleaning Procedures ▪ Restroom Cleaning Procedures

Restrooms are commonly a source of frustrating of facility maintenance supervisors. They are usually less clean than we might like, or improper methodology is used, creating a prime habitat for health-threatening bacteria. JOLiva trains our janitors on the proper technique to clean a restroom. We explain to our staff that using one cleaning rag per fixture, and cleaning from top to bottom of the toilet or urinal prevents soiled rags redistributing germs on the next commode. Sinks are cleaned with attention to detail around the faucet and drain. Mirrors are polished, and walls and partitions are kept free of dust and fingerprints.

On an annual basis, JOLiva holds recurring training for our employees. These training sessions cover various areas of work, and give the employee the first step in progressing through the ranks. Topics include:

- Customer Service Skills
- Specialized training for certifications
- Communication Skills
- Supervisor Development Training
- Safety Issues (Hazard detection, Ergonomics, accident investigation procedures)
- Interdisciplinary Training in job-specific topics (Floor waxing/buffing, machine cleaning, Green Cleaning)

We support our commitment to employee growth by performing annual staff reviews. The purpose of this review is to determine any changes (if needed) can be made to improve an employee's work method. These reviews are done prior to annual training to cover any remedial training. At that time, we will determine if the employee's compensation package is sufficient for their performance.

CHEMICAL, MATERIALS, EQUIPMENT AND MACHINERY

It is JOLiva Enterprises Safety Policy that its staff and users of the facility being cleaned must be protected against hazardous chemicals and unsafe work practices. (Further information can be found in our company Health and Safety Policy).

- Any hazard signage shall be clear and concise and written in an easily understood manner.

- Material safety data sheets (MSDS) and Risk Assessments will be kept, maintained and reviewed for all cleaning chemicals in current use, and shall be easily available for reference in case of accidents.
- Cleaning chemicals shall be appropriately labeled identifying, product, safety precautions and hazard information, correct dilution and method of application.
- Personal protective equipment (PPE) shall be provided for all cleaning personnel, and replaced when defective.
- Training will be provided to all staff on correct and safe use of chemicals and machinery.

A regular inspection program by management and supervisory staff to monitor chemical safety will include the following criteria:

- correct labeling/signage
- correct handling/application
- wearing of PPE and replacement requirements
- update of MSDS
- correct storage

PROVISION OF CONSUMABLE SUPPLIES

Using both the provided estimated quantities of paper products and other consumables in addition to our previous experiences with large contracts with multiple buildings, we have determined the necessary products and supplies as should in the below table. Should additional supplies be required for this contract, JOliva will purchase them with our company funds.

The equipment intended to be used for this project is the following:

HOST Liberator dry extraction cleaner: 6,000 sq ft p/h

PROJECT COST

All Attachments have been uploaded through Bidsync as directed.

OTHER COMPLETED DOCUMENTS

To: Page 2 of 2

2017-10-18 13:12:02 (GMT)

18008955660 From: Julio OLiva

City of Pembroke Pines

Attachment L
Bid RE-17-02

City of Pembroke Pines

Mandatory Pre-Bid/Site Visit Confirmation Form

The scanned form, signed by both the Contractor and City Representatives must be uploaded in order for the bid to be considered complete.

Julio OLiva, who is a representative of
(Printed name of Contractor's representative)

JOLIVA Enterprises PERSONALLY came and appeared
(Contractor's Company)

before me and affirms that they have completed the mandatory pre-bid/site visit on this the

18th day of October, 20 17 as required by:

Solicitation #: CS-17-01

Solicitation Title: Janitorial Services - Senior Center
Rental Housing Facilities

Julio OLiva
(Contractor Representative's Printed Name)

KAREN TRANT
(City Representative's Printed Name)

(Contractor Representative's Signature)

(City Representative's Signature)

JOLIVA Enterprises
(Contractor's Company)

PINES PLACE
(City Representative's Department)

908-872-6342
(Contractor's Phone Number)

(City Representative's Phone Number)

10/18/17
(Date)

10/18/17
(Date)

The City requires all questions on the " the BidSync website. Such request must be received by the "Question Due Date," questions received after the "Question Due Date" shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.																																																		
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. JOLiva Trucking LLC																																																				
2 Business name/disregarded entity name, if different from above																																																				
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </div> <div> <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> </div>																																																				
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																				
5 Address (number, street, and apt. or suite no.) 1616 Mountain Top Rd		Requester's name and address (optional)																																																		
6 City, state, and ZIP code Bridgewater, NJ 08807																																																				
7 List account number(s) here (optional)																																																				
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																				
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.																																																				
<table style="width: 100%;"> <tr> <td style="width: 15%;">Sign Here</td> <td style="width: 40%;"> Signature of U.S. person ▶ </td> <td style="width: 45%;"> Date ▶ 4/25/17 </td> </tr> </table>			Sign Here	Signature of U.S. person ▶	Date ▶ 4/25/17																																															
Sign Here	Signature of U.S. person ▶	Date ▶ 4/25/17																																																		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: <ul style="list-style-type: none"> • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) <div style="margin-top: 10px;"> <ul style="list-style-type: none"> • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2. By signing the filled-out form, you: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information. </div>																																																				



(Office Use Only) Vendor number:

Please complete this vendor information form entirely along with the
IRS Form W-9, scan and upload it to the www.bidsync.com

Vendor Information Form

Operating Name (Payee)	JOliva Enterprises LLC		
Legal Name (as filed with IRS)	JOliva Trucking LLC		
Remit-to Address (For Payments)	65 N Gaston Avenue Somerville, NJ 08876		
Remit-to Contact Name:	Julio R Oliva	Title:	Vice President
Email Address:	JROliva@jolivatrucking.com		
Phone #:	908-300-8483	Fax #	800-895-5660
Order-from Address (For purchase orders)	65 N Gaston Avenue Somerville, NJ 08876		
Order-from Contact Name:	Julio R Oliva	Title:	Vice President
Email Address:	JROliva@jolivatrucking.com		
Phone #:	908-300-8483	Fax #	800-895-5660
Return-to Address (For product returns)	65 N Gaston Avenue Somerville, NJ 08876		
Return-to Contact Name	Julio R Oliva	Title:	Vice President
Email Address:	JROliva@jolivatrucking.com		
Phone #:	908-300-8483	Fax #	800-895-5660
Payment Terms:	Net 30		

Type of Business (please check one and provide Federal Tax identification or social security Number)

- ☒ Corporation
☐ Sole Proprietorship/Individual
☐ Partnership
☐ Health Care Service Provider
☒ LLC – C (C corporation) – S (S corporation) – P (partnership)
☐ Other (Specify):

Federal ID Number: 52-2398749

Social Security No.: n/a

Name of Applicant / Signature Julio R Oliva

Title of Applicant Vice President

Date 4/25/17

PROFESSIONAL REGISTRATION CERTIFICATES

***State of Florida
Department of State***

I certify from the records of this office that JOLIVA TRUCKING LLC is a limited liability company organized under the laws of the State of Florida, filed on March 28, 2017.

The document number of this limited liability company is L17000070495.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017 and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of April,
2017*



Ken Detjen
Secretary of State

Tracking Number: CU9053579779

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Supplier: **JOliva Enterprises LLC**



City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH “RFQ # PSUT-17-08” dated **November 7, 2017** titled “**Design Criteria Professional – To Prepare a Design Criteria Package (DCP) for a Water Main Looping Project on U.S. 27 from Griffin to Sheridan**” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: **JOliva Enterprises LLC**

STREET ADDRESS: **65 N Gaston Ave**

CITY, STATE & ZIP CODE: **Somerville, NJ 08876**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Julio R. Oliva** TITLE: **VP of Operations**

E-MAIL: **JROliva@JOlivaTrucking.com**

TELEPHONE: **908-300-8483** FAX: **800-895-5660**

AUTHORIZED APPROVER:

NAME: **Julio Oliva** TITLE: **President**

E-MAIL: **JOliva@JOlivaTrucking.com**

TELEPHONE: **908-930-6666** FAX: **800-895-5660**

SIGNATURE: **Jolivatrucking**

B) Proposal Checklist

Are all costs, including consumable supplies included in pricing?

Yes ☒

Supplier: **JOliva Enterprises LLC**



City of Pembroke Pines

Attachment C

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **Owner**,

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature **Julio Oliva**

Title **President**

Name of Company **JOliva Trucking LLC DBA JOliva Enterprises LLC**

Supplier: **JOliva Enterprises LLC**



City of Pembroke Pines

Attachment D

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted **JOliva Trucking LLC DBA JOliva Enterprises LLC** (name of entity submitting sworn statement) whose business address is **95 N Gaston Avenue Somerville NJ 08835** and (if applicable) its Federal Employer Identification Number (FEIN) is **52-2398749**. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)
2. My name is **Julio Oliva** and my
(Please print name of individual signing)

relationship to the entity named above is **President**.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

☒ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Julio Oliva

JOliva Trucking LLC DBA 10/23/17

JOliva Enterprises LLC

Bidder's Name/Signature

Company

Date

Supplier: JOliva Enterprises LLC



City of Pembroke Pines

Attachment E

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.
In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.
In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: **JOliva Trucking LLC DBA JOliva Enterprises LLC**

PRINTED NAME / AUTHORIZED SIGNATURE: **Julio Oliva**



6

Supplier: JOliva Enterprises LLC



City of Pembroke Pines

Attachment F

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business.
In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: JOliva Trucking LLC DBA JOliva Enterprises LLC

PRINTED NAME / AUTHORIZED SIGNATURE: Julio Oliva

Supplier: **JOliva Enterprises LLC**



City of Pembroke Pines

Attachment G

EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are

located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☒ **A.** Contractor currently complies with the requirements of this section; or
- ☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award:
or
- ☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
- ☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
- ☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;
- ☐ **3.** The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;
- ☐ **4.** The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: JOliva Trucking LLC DBA JOliva Enterprises LLC

AUTHORIZED OFFICER NAME / SIGNATURE: **Julio Oliva**

Supplier: **JOliva Enterprises LLC**



City of Pembroke Pines

Attachment H

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

JOliva Trucking LLC DBA JOliva Enterprises LLC
65 N Gaston Ave
Somerville NJ 08876

Contact Person's Name and Title: **Julio R Oliva VP of Operations**

Contact Person's E-mail Address: **JrOliva@jolivatrucking.com**

PROPOSER'S Telephone and Fax Number: **Phone: 908-300-8483 fax: 800-895-5660**

PROPOSER'S License Number: **L17000070495**
(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: **52-2398749**

Number of years your organization has been in business **15**

State the number of years your firm has been in business under your present business name **15**

State the number of years your firm has been in business in the work specific to this solicitation: **10**

Names and titles of all officers, partners or individuals doing business under trade name:
Julio Oliva - President

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☒

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals non-responsive.

N/A

At what address was that business located?

N/A

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

KOG International

701 NJ-73, West Berlin, NJ 08091

Greg Allen

610-399-4080 (Phone)

610-399-4082 (Fax)

610-405-8937 (Mobile)

www.kogbonds.com

Have you ever failed to complete work awarded to you. If so, when, where and why?

NO

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

I have personally inspected the work, and we currently have a dedicated Quality Control Manager who performs regular inspections on all of our Janitorial contracts. We maintain a comprehensive Quality Assurance Plan(QAP) which includes inspections, supply control, and accountability. Further details on our QAP are explained in the attached proposal document.

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor (s).

There will be no subcontractors performing work on this contract.

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

NONE

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

NONE

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

NONE

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

NONE

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

NO

Are you an ☒ Original provider ☐ sales representative ☐ distributor, ☐ broker, ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

Original Provider

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

NO

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

JOliva has successfully performed contracts in the NY/NJ area with the US Government and private entities that are similar in size and complexity in the past 3 years. Please see our past performance.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

JOliva Trucking LLC DBA JOliva Enterprises

LLC

(Company Name)

Julio Oliva

(Printed Name/Signature)

Supplier: JOliva Enterprises LLC

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **US Air Force**

Address: **87th CONS/LGCA**

City/State/Zip: **Joint Base McGuire-Dix-Lakehurst, NJ 08641-5104**

Contact Name: **Jeremy Botkin** Title: **Contract Specialist**

E-Mail Address: **jeremy.botkin@us.af.mil**

Telephone: **609-754-5961** Fax: **609-754-5961**

Project Information:

Name and location of the project: **Janitorial Services for USAF Expeditionary Center, Joint Base McGuire-Dix in Lakehurst, New Jersey**

Nature of the firm's responsibility on the project: **3 buildings in JB MDL. Service Areas consist of classrooms, living quarters, laundry rooms, restrooms and a medical facility which are cleaned at the highest standard to ensure all surfaces are free from debris, dust, and all other foreign matter**

Project duration: **5 years** Completion (Anticipated) Date: **9/30/2021**

Size of project: **108,528 sq ft** Cost of project: **\$2,297,569.64**

Work for which staff was responsible: **General Cleaning Services**

Contract Type: **Janitorial**

The results/deliverables of the project: **Clean buildings year-round**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **US Army**

Address: **129 Wainwright Drive**

City/State/Zip: **Brooklyn, NY 11252**

Contact Name: **Carolyn Pilagonia** Title: **Contracting Officer Representative**

E-Mail Address: **Carolyn.pilagonia@us.army.mil**

Telephone: **718-630-4147** Fax: **718-630-4147**

Project Information:

Name and location of the project: **Janitorial Services for MEPS/AMMED/Garrison at USAG Fort Hamilton, Brooklyn, New York**

Nature of the firm's responsibility on the project: **An established and busy site, we have 2 janitors in place here with over 20 years combined experience. Areas serviced are high ranking offices, medical clinic, and barracks areas with attention to detail on a very demanding scope of work. Offices, bathrooms and common areas are kept clean, trash and refuse is removed and a rigorous schedule is in place to keep the tile and carpets floors shining and spotless.**

Project duration: **5 years** Completion (Anticipated) Date: **8/31/2020**

Size of project: **57,000 sq ft** Cost of project: **\$3,314,485.2**

Work for which staff was responsible: **General Cleaning Services**

Contract Type: **Janitorial**

The results/deliverables of the project: **Clean buildings year-round**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **US Air Force**

Address: **2402 Vandenburg Ave**

City/State/Zip: **Joint Base McGuire-Dix-Lakehurst, NJ 08641-5104**

Contact Name: **Nakeisha Maroney** Title: **Contracting Officer Representative**

E-Mail Address: **nakeisha.maroney@us.af.mil**

Telephone: **609-754-5917** Fax: **609-754-5917**

Project Information:

Name and location of the project: **Medical Custodial Services for Joint Base McGuire-Dix in Lakehurst, New Jersey**

Nature of the firm's responsibility on the project: **Services performed at 87th Medical Group at Joint Base McGuire-Dix-Lakehurst. All areas are cleaned to the professional standards of the Accreditation Association for Ambulatory Health Care(AAAHC) and American Hospital Association Standards (AHAS). Designated clinical areas require the removal of all dirt of any kind, including, bacteria and viruses in accordance with Association for Professionals in Infection Control and Epidemiology(APIC) specifications and standards for low level disinfection.**

Project duration: **1 year 6 months** Completion (Anticipated) Date: **9/30/2016**

Size of project: **325,140 sq ft** Cost of project: **\$1,427,082.10**

Work for which staff was responsible: **General Cleaning Services**

Contract Type: **Janitorial**

The results/deliverables of the project: **Clean buildings year-round**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project: **Jolivatrucking**